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सं. 6] नई दिल्ली, जनवरी 31—फरवरी 6, 2016, शनिवार/माघ 11—माघ 17, 1937
No. 6] NEW DELHI, JANUARY 31—FEBRUARY 6, 2016, SATURDAY/MAGHA 11—MAGHA 17, 1937

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II खण्ड 3 उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 29 जनवरी, 2016

का.आ.173.—मंत्रिमंडलीय नियुक्ति समिति के अनुमोदन के अनुसार, केन्द्रीय सरकार, एतद्वारा, ऋण वसूली अपीलीय अधिकरण (डीआरएटी) के अध्यक्ष न्यायमूर्ति श्री रणजीत सिंह को उनके 65 वर्ष की आयु प्राप्त कर लेने तक अथवा औद्योगिक एवं वित्तीय पुनर्निर्माण बोर्ड (बीआईएफआर) के समापन तक अथवा अगले आदेशों तक, इनमें से जो भी पहले हो, बीआईएफआर के अध्यक्ष के पद का अतिरिक्त कार्यभार सौंपती है।

[फा.सं. 20(02)/2011-आईएफ-II (खंड-I)]

अतीश सिंह, निदेशक (आईएफ-II)

MINISTRY OF FINANCE

(Department of Financial Services)

New Delhi, the 29th January, 2016

S.O.173.—In accordance with ACC approval, the Central Government hereby entrusts additional charge of the post of Chairman, Board for Industrial and Financial Reconstruction (BIFR) to Justice Shri Ranjit Singh, Chairman, Debts Recovery Appellate Tribunal (DRAT)

upto his attaining the age of 65 years, or till abolition of BIFR, or until further orders, whichever is the earliest.

[F.No. 20(02)/2011-IF-II(Vol.I)]

ATEESH SINGH, Director (IF-II)

नई दिल्ली, 1 फरवरी, 2016

का.आ.174.—ऋण औद्योगिक कंपनी (विशेष उपबंध) अधिनियम, 1985 की धारा 6 की उप-धारा (2) के साथ पठित धारा 5 की उप-धारा (1) एवं (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, औद्योगिक और वित्तीय पुनर्निर्माण अपीलीय प्राधिकरण (एआईएफआर) के सदस्य के रूप में श्री आर. सी. मिश्रा के कार्यकाल को दिनांक 03.02.2016 के पश्चात और 65 वर्ष की आयु तक अर्थात् दिनांक 23.11.2017 तक या एआईएफआर के समापन तक या अगले आदेशों तक, जो भी पहले हो, बढ़ाती है।

[फा.सं. 20/1/2012-आईएफ-II]

राजीव शर्मा, अवर सचिव

New Delhi, the 1st February, 2016

S.O.174.—In exercise of the powers conferred by sub-section (1) & (3) of Section 5 read with sub-Section

(2) of Section 6 of the Sick Industrial Companies (Special Provisions) Act, 1985, the Central Government hereby extends the tenure of Shri R. C. Mishra as Member of the Appellate Authority for Industrial and Financial Reconstruction (AAIFR) beyond 03.02.2016 and upto the age of 65 years i.e. 23.11.2017, or till the abolition of AAIFR, or until further orders, whichever is the earliest.

[F.No. 20/1/2012-IF-II]

RAJIV SHARMA, Under Secy.

व्यय विभाग

(महालेखा नियंत्रक कार्यालय)

नई दिल्ली, 21 जनवरी, 2016

का.आ.175.—इस कार्यालय की दिनांक 23-10-2015 की अधिसूचना संख्या ए-28015/2007/ एमएफसीजीए/आरटीआई/एडमिन/63/1624 के आंशिक संशोधन में महालेखा नियंत्रक ने सूचना का अधिकार अधिनियम, 2005 के प्रयोजन के लिए निम्नलिखित अधिकारी को महालेखा नियंत्रक कार्यालय के लिए केंद्रीय सार्वजनिक सूचना अधिकारी (सीपीआईओ) के रूप में नामित किया है।

केन्द्रीय सार्वजनिक सूचना अधिकारी के कार्यालय एवं आवास का पता और संपर्क की सूचना इस प्रकार है :

अधिकारी और अनुभाग का नाम	आवासीय पता	संपर्क सं. ईमेल
श्री विमल नंदा, लेखा अधिकारी, समन्वय अनुभाग	म. सं. 738 सेक्टर-8, आर.के. पुरम, नई दिल्ली-110022	कार्यालय- 011-24616647 (दूरभाष/फैक्स) nanda_vimal1@rediffmail.co

श्री विमल नंदा, लेखा अधिकारी महालेखा नियंत्रक कार्यालय के लिए नोडल अधिकारी (आरटीआई) के रूप में भी कार्य करेंगे। यह अधिसूचना दिनांक 22 दिसम्बर, 2015 के कार्यालय आदेश संख्या ए-28015/2007/एमएफसीजीए/आरटीआई/63/2021-2027 द्वारा अधिक्रमित मानी जाएगी।

[सं. ए-28015/2013-14/एमएफसीजीए/एडमिन-III/आरटीआई/63/3041]

जितेन्द्र कुमार, वरिष्ठ लेखा अधिकारी (प्रशासन)

(Department of Expenditure)

(OFFICE OF THE CONTROLLER GENERAL OF ACCOUNTS)

New Delhi, the 21st January, 2016

S.O.175.—In partial modification of this office Notification No. A-28015/2007/MFCGA/RTI/Admn./63/1624. Dated 23-10-2015, Controller General of Accounts has designated the following Officer as Central Public Information Officer (CPIO) for the purpose of Right to information Act, 2005 in respect of the office of the Controller Genral of Accounts.

The official and residential address and contact information of CPIO are as under:

Name of officer/ Section	Residential Address	Contact No/Email
Sh Vimal Nanda AO CDN section	H.No. 738, Sector-8, R.K. Puram, New Delhi-110022	Off 011-24616647/ (Tele/Fax) nanda_vimal1@rediffmail.com

Sh. Vimal Nanda, AO shall also act as Nodal officer (RTI) for O/o Controller General of Accounts. Office Order No. A-28015/2007/MFCGA/RTI/Admn/63/2021-2027 dated 22 Dec. 2015 shall be treated to be superceded to this extent.

[No. A-28015/2013-14/MFCGA/Admn-III/RTI/ 63/3041]

JITENDER KUMAR, Sr. Accounts Officer (Admn.)

विदेश मंत्रालय

(सी.पी.वी. प्रभाग)

नई दिल्ली, 27 जनवरी, 2016

का.आ.176.—राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद् द्वारा, केंद्र सरकार भारत के प्रधान कौंसलावास, शिकागों में श्री सी.डी. पांडे, सहायक, श्री जे.पी. सिंह, सहायक को दिनांक 27 जनवरी, 2016 से सहायक कौंसुलर अधिकारी के तौर पर कौंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है।

[सं. टी.4330/01/2015]

प्रकाश चन्द, उप सचिव (कौंसुलर)

MINISTRY OF EXTERNAL AFFAIRS

(CPV DIVISION)

New Delhi, the 27th January, 2016

S.O.176.—In pursuance of the clause (a) of Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby appoints (1) Shri C.D. Pandey, Assistant and (2) Shri J.P. Singh as Assistant Consular Officer in the Consulate General of India, Chicago to perform the Consular services with effect from 27 January, 2016.

[No. T.4330/01/2015]

PRAKASH CHAND, Dy. Secy. (Consular)

नई दिल्ली, 1 फरवरी, 2016

का.आ.177.—राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद् द्वारा, केंद्र सरकार भारत के दूतावास, खारतूम में श्री जे. एस. यादव, अवर श्रेणी लिपिक को दिनांक 20 जनवरी 2016 से सहायक कौंसुलर अधिकारी के तौर पर कौंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है।

[सं. टी.4330/1/2015]

प्रकाश चन्द, उप सचिव (कौंसुलर)

New Delhi, the 1st February, 2016

S.O.177.—Statutory Order in pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby appoints Shri J.S. Yadav, UDC as Assistant Consular Officer in Embassy of India, Khartoum to perform the Consular services with effect from 20 January, 2016.

[No.T. 4330/01/2015]

PRAKASH CHAND, Dy. Secy. (Consular)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

शुद्धिपत्र

नई दिल्ली, 1 फरवरी, 2016

का.आ.178.—इस विभाग की अधिसूचना संख्या 228/79/2013—ए0वी0डी0—II दिनांक 18-06-2014 के अंग्रेजी संस्करण की 9 वीं पंक्ति में मौजूद “551/2012” को “541/2012” पढ़ा जाए।

[फा. सं. 228/79/2013—ए.वी.डी.—II]

सुशील कुमार, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

CORRIGENDUM

New Delhi, the 1st February, 2016

S.O.178.—In the English version of this Department, Notification No. 228/79/2013-AVD-II dated 18.06.2014, the figure “551/2012” appearing in the 9th line, may be read as “541/2012”.

[F. No. 228/79/2013-AVD-II]

SUSHEEL KUMAR, Under Secy.

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

New Delhi, the 19th January, 2016

S.O.179.— In the notification of the Government of India in the Ministry of Consumer Affairs, Food and Public Distribution, (Department of Consumer Affairs) published in the Gazette of India, Part II, Section 3, Sub-section (ii)-

- (i) S. O. No. 2993 dated 29th June, 2006, in second para the words “M/s. IDEX Fluid & Metering Pvt. Ltd., Survey No. 256, GIDC Majusar, Savli, Near Bombardier Circle, Dist. Vadodara-391770, India” shall be substituted for the words “M/s. Liquid Controls India Pvt Ltd, 231-1 and 2, Por-Ramangamdi, GIDC Industrial Area, Por-391243, Distt. Baroda, Gujarat”.

[No. WM-19(109)/2014]

B. N. DIXIT, Director (Legal Metrology)

नई दिल्ली, 19 जनवरी, 2016

का.आ.180.— भारत के राजपत्र भाग II, खण्ड 3, उपखंड (ii) में प्रकाशित, उपभोक्ता मामले, खाद्य एवं सार्वजनिक वितरण मंत्रालय (उपभोक्ता मामले विभाग) भारत सरकार की अधिसूचना

- (i) का.आ. संख्या 2962 दिनांक 22 अक्टूबर, 2011 के दूसरे पैरा में “मैसर्स कॉनमेट सिस्टम्स प्रा. लि., 845, जी.आई.डी.सी., मकरपुरा, वडोदरा-390010, (गुजरात)” शब्दों के स्थान पर “मैसर्स के वॉय बी- कॉनमेट प्राइवेट लिमिटेड, 845, जीआईडीसी इंडस्ट्रियल एरिया, मकरपुरा, वडोदरा-390010, गुजरात” शब्द प्रतिस्थापित किए जाएंगे।

[फा.सं. डब्ल्यू.एम.-19(109)/2014]

बी. एन. दीक्षित, निदेशक (विधिक माप विज्ञान)

उपभोक्ता मामले, खाद्य एवं सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

नई दिल्ली, 19 जनवरी, 2016

का.आ.179.— भारत के राजपत्र भाग II, खण्ड 3, उपखंड (ii) में प्रकाशित, उपभोक्ता मामले, खाद्य एवं सार्वजनिक वितरण मंत्रालय (उपभोक्ता मामले विभाग) भारत सरकार की अधिसूचना —

- (i) का.आ. संख्या 2993 दिनांक 29 जून, 2006 के दूसरे पैरा में “मैसर्स लिक्विड कंट्रोलस इंडिया प्रा. लि., 231-1 एवं 2, पोर-रामंगमडी, जीआईडीसी इंडस्ट्रियल एरिया, पोर-391243, जिला बडौदा, गुजरात” शब्दों के स्थान पर “मैसर्स आईडीईएक्स फ्ल्यूइड एंड मीटरिंग प्रा0 लि0, सर्वे नं0 256, जीआईडीसी मजुसर, सावली, बॉम्बार्डियर सर्किल के निकट, जिला वडोदरा-391770, भारत” शब्द प्रतिस्थापित किए जाएंगे।

[फा.सं. डब्ल्यू.एम.-19(109)/2014]

बी. एन. दीक्षित, निदेशक (विधिक माप विज्ञान)

New Delhi, the 19th January, 2016

S.O.180.— In the notification of the Government of India in the Ministry of Consumer Affairs, Food and Public Distribution, (Department of Consumer Affairs) published in the Gazette of India, Part II, Section 3, Sub-section (ii)-

- (i) S.O. No 2962 dated 22nd October, 2011, in second para the words “M/s. KYB-Conmat Private Limited, 845, GIDC Industrial Area, Makarpura, Vadodara-390010, Gujarat” shall be substituted for the words “M/s. Conmat Systems Pvt. Ltd., 845, G.I.D.C., Makarpura, Vadodara-390010, (Gujarat)”.

[F. No. WM-19(109)/2014]

B. N. DIXIT, Director (Legal Metrology)

नई दिल्ली, 19 जनवरी, 2016

का.आ.181.— भारत के राजपत्र भाग II, खण्ड 3, उपखंड (ii) में प्रकाशित, उपभोक्ता मामले, खाद्य एवं सार्वजनिक वितरण मंत्रालय (उपभोक्ता मामले विभाग) भारत सरकार की अधिसूचना —

- (i) का.आ. संख्या 1454 दिनांक 28 अप्रैल, 2012 के दूसरे पैरा में “मैसर्स लिटिलमोर सिस्टम्स, डोर नं० 4-1-79/2, स्ट्रीट नं० 3, भवानी नगर, नाचराम, आन्ध्र प्रदेश-500076” शब्दों के स्थान पर “मैसर्स लिटिलमोर सिस्टम्स, डोर नं० 20-3/2-34, पार्वती सदन, तृतीय लेन, अयोध्या नगर, विजयवाड़ा- 520003” शब्द प्रतिस्थापित किए जाएंगे।

[फा.सं. डब्ल्यू.एम.-19(109)/2014]

बी.एन. दीक्षित, निदेशक (विधिक माप विज्ञान)

New Delhi, the 19th January, 2016

S.O.181.— In the notification of the Government of India in the Ministry of Consumer Affairs, Food and Public Distribution, (Department of Consumer Affairs) published in the Gazette of India, Part II, Section 3, Sub-section (ii)-

- (i) S. O. No 1454 dated 28th April, 2012, in second para the words “M/s. Littlemore Systems, Dr. No. 20-3/2-34, Parvati Sadan, 3rd Lane, Ayodhya Nagar, Vijayawada-520003” shall be substituted for the words “M/s. Littlemore Systems, Door No 4-1-79/2, Street No 3, Bhavani Nagar, Nacharam, Andhra Pradesh-500076”.

[F.No. WM-19(109)/2014]

B. N. DIXIT, Director (Legal Metrology)

नई दिल्ली, 19 जनवरी, 2016

का.आ.182.— भारत के राजपत्र भाग II, खण्ड 3, उपखंड (ii) में प्रकाशित, उपभोक्ता मामले, खाद्य एवं सार्वजनिक वितरण मंत्रालय (उपभोक्ता मामले विभाग) भारत सरकार की अधिसूचना —

- (i) का.आ. संख्या 3478 दिनांक 01 अक्टूबर, 2005 के दूसरे पैरा में “मैसर्स ईईएल इंडिया लिमिटेड, 401-402, उद्योग विहार फेज-III, गुडगांव-122016” शब्दों के स्थान पर “मैसर्स एफएल स्मिथ प्राइवेट लिमिटेड, एफ.एल. स्मिथ वेनटोमैटिक, एक्सप्रेस ट्रेड टावर्स 3, प्रथम एवं द्वितीय तल, प्लॉट नं० 79, सेक्टर-34, हीरो होण्डा चौक, गुडगांव, हरियाणा-122001” शब्द प्रतिस्थापित किए जाएंगे।
- (ii) का.आ. संख्या 3479 दिनांक 01 अक्टूबर, 2005 के दूसरे पैरा में “मैसर्स ईईएल इंडिया लिमिटेड, 401-402, उद्योग विहार फेज-III, गुडगांव-122016” शब्दों के स्थान पर “मैसर्स एफएल स्मिथ प्राइवेट लिमिटेड, एफ.एल. स्मिथ वेनटोमैटिक, एक्सप्रेस ट्रेड टावर्स 3, प्रथम एवं द्वितीय तल, प्लॉट नं० 79, सेक्टर-34, हीरो होण्डा चौक, गुडगांव, हरियाणा-122001” शब्द प्रतिस्थापित किए जाएंगे।

- (iii) का.आ. संख्या 1203 दिनांक 20 जून, 1998 के दूसरे पैरा में “मैसर्स ईईएल इंडिया लिमिटेड, 509-510, उद्योग विहार फेज-III, गुडगांव-122016” शब्दों के स्थान पर “मैसर्स एफएल स्मिथ प्राइवेट लिमिटेड, एफ.एल. स्मिथ वेनटोमैटिक, एक्सप्रेस ट्रेड टावर्स 3, प्रथम एवं द्वितीय तल, प्लॉट नं० 79, सेक्टर-34, हीरो होण्डा चौक, गुडगांव, हरियाणा-122001” शब्द प्रतिस्थापित किए जाएंगे।

[फा. सं. डब्ल्यू.एम.-19(11)/2014]

बी. एन. दीक्षित, निदेशक (विधिक माप विज्ञान)

New Delhi, the 19th January, 2016

S.O.182.— In the notification of the Government of India in the Ministry of Consumer Affairs, Food and Public Distribution, (Department of Consumer Affairs) published in the Gazette of India, Part II, Section 3, Sub-section (ii)-

- (i) S. O. No 3478 dated 1st October, 2005, in second para the words “M/s. FLSmidt Private Limited, FLSmidt Ventomatic, Express Trade Towers 3, 1st & 2nd Floor, Plot No 79, Sector-34, Hero Honda Chowk, Gurgaon, Haryana-122001” shall be substituted for the words “M/s. EEL India Limited, 401-402, Udyog Vihar, Phase-III, Gurgaon-122016”.
- (ii) S. O. No 3479 dated 1st October, 2005, in second para the words “M/s. FLSmidt Private Limited, FLSmidt Ventomatic, Express Trade Towers 3, 1st & 2nd Floor, Plot No 79, Sector-34, Hero Honda Chowk, Gurgaon, Haryana-122001” shall be substituted for the words “M/s. EEL India Limited, 401-402, Udyog Vihar, Phase-III, Gurgaon-122016”.
- (iii) S. O. No 1203 dated 20th June, 1998, in second para the words “M/s. FLSmidt Private Limited, FLSmidt Ventomatic, Express Trade Towers 3, 1st & 2nd Floor, Plot No 79, Sector-34, Hero Honda Chowk, Gurgaon, Haryana-122001” shall be substituted for the words “M/s. EEL India Limited, 509-510, Udyog Vihar, Phase-III, Gurgaon-122016”.

[F.No. WM-19(11)/2014]

B. N. DIXIT, Director (Legal Metrology)

नई दिल्ली, 19 जनवरी, 2016

का.आ.183.— भारत के राजपत्र भाग II, खण्ड 3, उपखंड (ii) में प्रकाशित, उपभोक्ता मामले, खाद्य एवं सार्वजनिक वितरण मंत्रालय (उपभोक्ता मामले विभाग) भारत सरकार की अधिसूचना

- (i) का.आ. संख्या 1157 दिनांक 2 अप्रैल, 2005 के पाचवें पैरा में -
- (क) “100 से 50,000” शब्दों के स्थान पर “100 से 100,000” शब्द प्रतिस्थापित किए जाएंगे।

(ख) “5000 से 50,000” शब्दों के स्थान पर “5000 से 100,000” शब्द प्रतिस्थापित किए जाएंगे।

[फा.सं. डब्ल्यू.एम.-19(86)/2014]

बी.एन. दीक्षित, निदेशक (विधिक माप विज्ञान)

New Delhi, the 19th January, 2016

S.O.183.—In the notification of the Government of India in the Ministry of Consumer Affairs, Food and Public Distribution, (Department of Consumer Affairs) published in the Gazette of India, Part II, Section 3, Sub-section (ii)-

(i) S. O. No. 1157 dated 2nd April, 2005, in fifth para the words

a. “100 to 100,000” shall be substituted for the words “100 to 50,000”.

b. “5000 to 100,000” shall be substituted for the words “5000 to 50,000”.

[F.No. WM-19(86)/2014]

B. N. DIXIT, Director (Legal Metrology)

नई दिल्ली, 19 जनवरी, 2016

का.आ.184.— भारत के राजपत्र भाग II, खण्ड 3, उपखंड (ii) में प्रकाशित, उपभोक्ता मामले, खाद्य एवं सार्वजनिक वितरण मंत्रालय (उपभोक्ता मामले विभाग) भारत सरकार की अधिसूचना

(i) का.आ. संख्या 4799 दिनांक 31 दिसम्बर, 2005 के दूसरे पैरा में “मैसर्स फूड इंजीनियरिंग सर्विसेज, 42, स्वास्तिक प्लाजा, प्रथम तल, जे.वी.पी.डी.स्कीम, कला निकेतन से आगे, मुम्बई-400049” शब्दों के स्थान पर “मैसर्स जे.के. फिलपैक इंजीनियर्स प्रा.लि., 120, प्रथम तल, हबटाऊन सोलारिस, एन0एस0 फडके मार्ग, तेल्ली गल्ली के निकट, अंधेरी (पूर्व), मुम्बई -400069” शब्द प्रतिस्थापित किए जाएंगे।

(ii) का.आ. संख्या 1784 दिनांक 14 मई, 2005 के दूसरे पैरा में “मैसर्स फूड इंजीनियरिंग सर्विसेज, 42, स्वास्तिक प्लाजा, प्रथम तल, जे.वी.पी.डी.स्कीम, कला निकेतन से आगे, मुम्बई-400049” शब्दों के स्थान पर “मैसर्स जे.के. फिलपैक इंजीनियर्स प्रा.लि., 120, प्रथम तल, हबटाऊन सोलारिस, एन.एस. फडके मार्ग, तेल्ली गल्ली के निकट, अंधेरी (पूर्व), मुम्बई -400069” शब्द प्रतिस्थापित किए जाएंगे।

[फा.सं. डब्ल्यू.एम.-19(9)/2015]

बी. एन. दीक्षित, निदेशक (विधिक माप विज्ञान)

New Delhi, the 19th January, 2016

S.O.184.—In the notification of the Government of India in the Ministry of Consumer Affairs, Food and Public Distribution, (Department of Consumer Affairs) published in the Gazette of India, Part II, Section 3, Sub-section (ii)-

(i) S. O. No. 4799 dated 31st December, 2005, in second para the words “M/s. J. K. Fillpack Engineers Pvt. Ltd, 120, 1st Floor, Hubtown Solaris, N. S. Phadke Marg, Near Telli Galli, Andheri (East), Mumbai-400069” shall be substituted for the words “M/s. Food Engineering Services, 42, Swastik Plaza, 1st Floor, JVPD Scheme, Next to Kala Niketan, Mumbai-400049”.

(ii) S. O. No. 1784 dated 14th May, 2005, in second para the words “M/s. J. K. Fillpack Engineers Pvt. Ltd., 120, 1st Floor, Hubtown Solaris, N. S. Phadke Marg, Near Telli Galli, Andheri (East), Mumbai-400069” shall be substituted for the words “M/s. Food Engineering Services, 42, Swastik Plaza, 1st Floor, JVPD Scheme, Next to Kala Niketan, Mumbai-400049”.

[F. No. WM-19(9)/2015]

B. N. DIXIT, Director (Legal Metrology)

नई दिल्ली, 19 जनवरी, 2016

का.आ.185.— भारत के राजपत्र भाग II, खण्ड 3, उपखंड (ii) में प्रकाशित, उपभोक्ता मामले, खाद्य एवं सार्वजनिक वितरण मंत्रालय (उपभोक्ता मामले विभाग) भारत सरकार की अधिसूचना

(i) का.आ. संख्या 730 दिनांक 25 फरवरी, 2012 के दूसरे पैरा में “दिल्ली-110020” शब्दों के उपरान्त निम्नलिखित शब्द, अक्षर और संख्याएं जोड़ी जाएं - “और प्लॉट नं0 136, सेक्टर-6-ए, आई आई ई- एस आई डी सी यू एल, हरिद्वार-249403, उत्तराखंड में”।

[फा.सं. डब्ल्यू.एम.-19(9)/2015]

बी.एन. दीक्षित, निदेशक (विधिक माप विज्ञान)

New Delhi, the 19th January, 2016

S.O.185.—In the notification of the Government of India in the Ministry of Consumer Affairs, Food and Public Distribution, (Department of Consumer Affairs) published in the Gazette of India, Part II, Section 3, Sub-section (ii)-

(i) S. O. No. 730 dated 25th February, 2012, in second para after the words “Delhi-110020”, following words, letters and numbers may be inserted “and at Plot No. 136, Sector-6-A, IIE-SIDCUL, Haridwar-249403, Uttarakhand”.

[F. No. WM-19(9)/2015]

B.N. DIXIT, Director (Legal Metrology)

नई दिल्ली, 19 जनवरी, 2016

का.आ.186.— भारत के राजपत्र भाग II, खण्ड 3, उपखंड (ii) में प्रकाशित, उपभोक्ता मामले, खाद्य एवं सार्वजनिक वितरण मंत्रालय (उपभोक्ता मामले विभाग) भारत सरकार की अधिसूचना -

(i) का.आ. संख्या 590 दिनांक 13 मार्च, 2004 के दूसरे पैरा में “652, गली नं0 14, गांधी चौक, कैलाश नगर, गौशाला फाटक,

गाजियाबाद, उत्तर प्रदेश” शब्दों के स्थान पर “खसरा नं. 1011, चापरोला, बिसरख रोड, गौतमबुद्धनगर, उत्तर प्रदेश” शब्द प्रतिस्थापित किए जाएंगे।

[फा.सं. डब्ल्यू.एम.-19(9)/2015]

बी.एन. दीक्षित, निदेशक (विधिक माप विज्ञान)

New Delhi, the 19th January, 2016

S.O.186.—In the notification of the Government of India in the Ministry of Consumer Affairs, Food and Public Distribution, (Department of Consumer Affairs) published in the Gazette of India, Part II, Section 3, Sub-section (ii)-

- (i) S. O. No. 590 dated 13th March, 2004, in second para the words “Khasra No 1011, Chaprola, Bistrakh Road, Gautambudh Nagar, Uttar Pradesh” shall be substituted for the words “652, Gali No 14, Gandhi Chowk, Kailash Nagar, Goushala Phatak, Gaziabad, Uttar Pradesh”.

[No. WM-19(9)/2015]

B.N. DIXIT, Director (Legal Metrology)

नई दिल्ली, 20 जनवरी, 2016

का.आ.187.—भारत के राजपत्र भाग II, खण्ड 3, उपखंड (ii) में प्रकाशित, उपभोक्ता मामले, खाद्य एवं सार्वजनिक वितरण मंत्रालय (उपभोक्ता मामले विभाग) भारत सरकार की अधिसूचना

- (i) का.आ. संख्या 2956 दिनांक 22 अक्टूबर, 2011 के दूसरे पैरा में “दिल्ली-110020” शब्दों के उपरान्त निम्नलिखित शब्द, अक्षर और संख्याएं जोड़ी जाए - “और प्लॉट नं. 136, सेक्टर-6-ए, आई आई ई- एस आई डी सी यू एल, हरिद्वार-249403, उत्तराखंड में”।

[फा.सं. डब्ल्यू.एम.-19(47)/2015]

बी.एन. दीक्षित, निदेशक (विधिक माप विज्ञान)

New Delhi, the 20th January, 2016

S.O.187.—In the notification of the Government of India in the Ministry of Consumer Affairs, Food and Public Distribution, (Department of Consumer Affairs) published in the Gazette of India, Part II, Section 3, Sub-section (ii)-

- (i) S. O. No. 2956 dated 22nd October, 2011, in second para after the words “Delhi-110020”, following words, letters and numbers may be inserted “and at Plot No. 136, Sector-6-A, IIE-SIDCUL, Haridwar-249403, Uttarakhand”.

[F. No. WM-19(47)/2015]

B.N. DIXIT, Director (Legal Metrology)

नई दिल्ली, 20 जनवरी, 2016

का.आ.188.— भारत के राजपत्र भाग II, खण्ड 3, उपखंड (ii) में प्रकाशित, उपभोक्ता मामले, खाद्य एवं सार्वजनिक वितरण मंत्रालय (उपभोक्ता मामले विभाग) भारत सरकार की अधिसूचना -

- (i) का.आ. संख्या 1385 दिनांक 21 अप्रैल, 2012 के दूसरे पैरा में “महाराष्ट्र” शब्दों के उपरान्त निम्नलिखित शब्द, अक्षर और

संख्याएं जोड़ी जाएं - “और 1842, मैसूर बैंक के पीछे, जामखंडी मिराज रोड, शिदबल के सामने, तालुका- अथानी, जिला-बेलगावी, पिन-591315, कर्नाटक में”।

- (ii) का.आ. संख्या 1386 दिनांक 21 अप्रैल, 2012 के दूसरे पैरा में “महाराष्ट्र” शब्दों के उपरान्त निम्नलिखित शब्द, अक्षर और संख्याएं जोड़ी जाएं - “और 1842, मैसूर बैंक के पीछे, जामखंडी मिराज रोड, शिदबल के सामने, तालुका- अथानी, जिला-बेलगावी, पिन-591315, कर्नाटक में”।

- (iii) का.आ. संख्या 1387 दिनांक 21 अप्रैल, 2012 के दूसरे पैरा में “महाराष्ट्र” शब्दों के उपरान्त निम्नलिखित शब्द, अक्षर और संख्याएं जोड़ी जाएं - “और 1842, मैसूर बैंक के पीछे, जामखंडी मिराज रोड, शिदबल के सामने, तालुका- अथानी, जिला-बेलगावी, पिन-591315, कर्नाटक में”।

[फा.सं. डब्ल्यू.एम.-19(47)/2015]

बी.एन. दीक्षित, निदेशक (विधिक माप विज्ञान)

New Delhi, the 20th January, 2016

S.O.188.—In the notification of the Government of India in the Ministry of Consumer Affairs, Food and Public Distribution, (Department of Consumer Affairs) published in the Gazette of India, Part II, Section 3, Sub-section (ii)-

- (i) S. O. No. 1385 dated 21st April, 2012, in second para after the words “Maharashtra”, following words, letters and numbers may be inserted “and at 1842, Behind Mysore Bank, Jamkhandi Miraj Road, A/p-Shedbal, Tal-Athani, Dist-Belgavi, Pin-591315, Karnataka”.

- (ii) S. O. No. 1386 dated 21st April, 2012, in second para after the words “Maharashtra”, following words, letters and numbers may be inserted “and at 1842, Behind Mysore Bank, Jamkhandi Miraj Road, A/p-Shedbal, Tal-Athani, Dist-Belgavi, Pin-591315, Karnataka”.

- (iii) S. O. No. 1387 dated 21st April, 2012, in second para after the words “Maharashtra”, following words, letters and numbers may be inserted “and at 1842, Behind Mysore Bank, Jamkhandi Miraj Road, A/p-Shedbal, Tal-Athani, Dist-Belgavi, Pin-591315, Karnataka”.

[F.No. WM-19(47)/2015]

B.N. DIXIT, Director (Legal Metrology)

नई दिल्ली, 20 जनवरी, 2016

का.आ.189.— भारत के राजपत्र भाग II, खण्ड 3, उपखंड (ii) में प्रकाशित, उपभोक्ता मामले, खाद्य एवं सार्वजनिक वितरण मंत्रालय (उपभोक्ता मामले विभाग) भारत सरकार की अधिसूचना -

- (i) का.आ. संख्या 2850 दिनांक 17 अक्टूबर, 2009 के दूसरे पैरा में

(क) “मैसर्स सराफ आटोमेशन सिस्टम्स” शब्दों के स्थान पर “मैसर्स सराफ आटोमेशन सिस्टम्स प्रा0 लि0” शब्द प्रतिस्थापित किए जाएंगे।

- (ख) “एस ए आर ए एफ” शब्दों के स्थान पर “एस टी एस” शब्द प्रतिस्थापित किए जाएंगे।
- (ग) “एस टी एस” शब्दों के स्थान पर “एस ए आर ए एफ” शब्द प्रतिस्थापित किए जाएंगे।
- (ii) का.आ. संख्या 2851 दिनांक 17 अक्टूबर, 2009 के दूसरे पैरा में
- (क) “मैसर्स सराफ आटोमेशन सिस्टम्स” शब्दों के स्थान पर “मैसर्स सराफ आटोमेशन सिस्टम्स प्रा. लि.” शब्द प्रतिस्थापित किए जाएंगे।
- (ख) “एस ए आर ए एफ” शब्दों के स्थान पर “एस टी” शब्द प्रतिस्थापित किए जाएंगे।
- (ग) “एस टी” शब्दों के स्थान पर “एस ए आर ए एफ” शब्द प्रतिस्थापित किए जाएंगे।
- (iii) का.आ. संख्या 2852 दिनांक 17 अक्टूबर, 2009 के दूसरे पैरा में “मैसर्स सराफ आटोमेशन सिस्टम्स” शब्दों के स्थान पर “मैसर्स सराफ आटोमेशन सिस्टम्स प्रा. लि.” शब्द प्रतिस्थापित किए जाएंगे।
- (iv) का.आ. संख्या 2853 दिनांक 17 अक्टूबर, 2009 के दूसरे पैरा में “मैसर्स सराफ आटोमेशन सिस्टम्स” शब्दों के स्थान पर “मैसर्स सराफ आटोमेशन सिस्टम्स प्रा. लि.” शब्द प्रतिस्थापित किए जाएंगे।
- [फा.सं. डब्ल्यू.एम.-19(47)/2015]
- बी.एन. दीक्षित, निदेशक (विधिक माप विज्ञान)

New Delhi, the 20th January, 2016

S.O.189.—In the notification of the Government of India in the Ministry of Consumer Affairs, Food and Public Distribution, (Department of Consumer Affairs) published in the Gazette of India, Part II, Section 3, Sub-section (ii)-

- (i) S. O. No. 2850 dated 17th October, 2009, in second para the words
- (a) “M/s. Saraf Automation Systems Pvt. Ltd.” shall be substituted for the words “M/s. Saraf Automation Systems”.
- (b) “STS” shall be substituted for the words “SARAF”.
- (c) “SARAF” shall be substituted for the words “STS”.
- (ii) S. O. No. 2851 dated 17th October, 2009, in second para the words
- (a) “M/s. Saraf Automation Systems Pvt. Ltd.” shall be substituted for the words “M/s. Saraf Automation Systems”.
- (b) “ST” shall be substituted for the words “SARAF”.
- (c) “SARAF” shall be substituted for the words “ST”.

- (iii) S. O. No. 2852 dated 17th October, 2009, in second para the words “M/s. Saraf Automation Systems Pvt. Ltd.” shall be substituted for the words “M/s. Saraf Automation Systems”.
- (iv) S. O. No. 2853 dated 17th October, 2009, in second para the words “M/s. Saraf Automation Systems Pvt. Ltd.” shall be substituted for the words “M/s. Saraf Automation Systems”.

[F. No. WM-19(47)/2015]

B.N. DIXIT, Director (Legal Metrology)

नई दिल्ली, 20 जनवरी, 2016

का.आ.190.— भारत के राजपत्र भाग II, खण्ड 3, उपखंड (ii) में प्रकाशित, उपभोक्ता मामले, खाद्य एवं सार्वजनिक वितरण मंत्रालय (उपभोक्ता मामले विभाग) भारत सरकार की अधिसूचना -

- (i) का.आ. संख्या 1486 दिनांक 28 अप्रैल, 2012 के दूसरे पैरा में “महाराष्ट्र” शब्दों के उपरान्त निम्नलिखित शब्द, अक्षर और संख्याएं जोड़ी जाएं - “और 100/67ए, ए/पी. कोधानी, तालुका- चिकोडी, जिला-बेलगावी, कर्नाटक-591237 में” ।
- (ii) का.आ. संख्या 1487 दिनांक 28 अप्रैल, 2012 के दूसरे पैरा में “महाराष्ट्र” शब्दों के उपरान्त निम्नलिखित शब्द, अक्षर और संख्याएं जोड़ी जाएं - “और 100/67ए, ए/पी. कोधानी, तालुका- चिकोडी, जिला-बेलगावी, कर्नाटक-591237 में” ।
- (iii) का.आ. संख्या 1488 दिनांक 28 अप्रैल, 2012 के दूसरे पैरा में “महाराष्ट्र” शब्दों के उपरान्त निम्नलिखित शब्द, अक्षर और संख्याएं जोड़ी जाएं - “और 100/67ए, ए/पी. कोधानी, तालुका- चिकोडी, जिला-बेलगावी, कर्नाटक-591237 में” ।

[फा.सं. डब्ल्यू.एम.-19(76)/2015]

बी.एन. दीक्षित, निदेशक (विधिक माप विज्ञान)

New Delhi, the 20th January, 2016

S.O.190.—In the notification of the Government of India in the Ministry of Consumer Affairs, Food and Public Distribution, (Department of Consumer Affairs) published in the Gazette of India, Part II, Section 3, Sub-section (ii)-

- (i) S. O. No. 1486 dated 28th April, 2012, in second para after the words “Maharashtra”, following words, letters and numbers may be inserted “and at 100/67A, A/P.-Kodhani, Tal-Chikodi, Dist-Belgavi, Karnataka-591237”.
- (ii) S. O. No. 1487 dated 28th April, 2012, in second para after the words “Maharashtra”, following words, letters and numbers may be inserted “and at 100/67A, A/P.-Kodhani, Tal-Chikodi, Dist-Belgavi, Karnataka-591237”.
- (iii) S. O. No. 1488 dated 28th April, 2012, in second para after the words “Maharashtra”, following words, letters and numbers may be inserted

“and at 100/67A, A/P.-Kodhani, Tal-Chikodi, Dist-Belgavi, Karnataka-591237”.

[F. No. WM-19(76)/2015]

B.N. DIXIT, Director (Legal Metrology)

नई दिल्ली, 20 जनवरी, 2016

का.आ.191. भारत के राजपत्र भाग II, खण्ड 3, उपखंड (ii) में प्रकाशित, उपभोक्ता मामले, खाद्य एवं सार्वजनिक वितरण मंत्रालय (उपभोक्ता मामले विभाग) भारत सरकार की अधिसूचना -

- (i) का.आ. संख्या 352 दिनांक 10 फरवरी, 2007 के दूसरे पैरा में “महाराष्ट्र” शब्दों के उपरान्त निम्नलिखित शब्द, अक्षर और संख्याएं जोड़ी जाएं - “और एटी-श्रीपेवाड़ी, पोस्ट-नांगनूर, तालुका- चिकोडी, जिला-बेलगावी, कर्नाटक में” ।
- (ii) का.आ. संख्या 353 दिनांक 10 फरवरी, 2007 के दूसरे पैरा में “महाराष्ट्र” शब्दों के उपरान्त निम्नलिखित शब्द, अक्षर और संख्याएं जोड़ी जाएं - “और एटी-श्रीपेवाड़ी, पोस्ट-नांगनूर, तालुका- चिकोडी, जिला-बेलगावी, कर्नाटक में” ।
- (iii) का.आ. संख्या 354 दिनांक 10 फरवरी, 2007 के दूसरे पैरा में “महाराष्ट्र” शब्दों के उपरान्त निम्नलिखित शब्द, अक्षर और संख्याएं जोड़ी जाएं - “और एटी-श्रीपेवाड़ी, पोस्ट-नांगनूर, तालुका- चिकोडी, जिला-बेलगावी, कर्नाटक में” ।

[फा.सं. डब्ल्यू.एम.-19(76)/2015]

बी.एन. दीक्षित, निदेशक (विधिक माप विज्ञान)

New Delhi, the 20th January, 2016

S.O.191.—In the notification of the Government of India in the Minsitry of Consumer Affairs, Food and Public Distribution, (Department of Consumer Affairs) published in the Gazette of India, Part II, Section 3, Sub-section (ii)-

- (i) S. O. No. 352 dated 10th February, 2007, in second para after the words “Maharashtra”, following words, letters and numbers may be inserted “and at AT-Shripewadi, Post-Nangnur, Tal-Chikodi, Dist-Belgavi, Karnataka”.
- (ii) S. O. No. 353 dated 10th February, 2007, in second para after the words “Maharashtra”, following words, letters and numbers may be inserted “and at AT-Shripewadi, Post-Nangnur, Tal-Chikodi, Dist-Belgavi, Karnataka”.
- (iii) S. O. No. 354 dated 10th February, 2007, in second para after the words “Maharashtra”, following words, letters and numbers may be inserted “and at AT-Shripewadi, Post-Nangnur, Tal-Chikodi, Dist-Belgavi, Karnataka”.

[F. No. WM-19(76)/2015]

B.N. DIXIT, Director (Legal Metrology)

नई दिल्ली, 21 जनवरी, 2016

का.आ.192.— भारत के राजपत्र भाग II, खण्ड 3, उपखंड (ii) में प्रकाशित, उपभोक्ता मामले, खाद्य एवं सार्वजनिक वितरण मंत्रालय (उपभोक्ता मामले विभाग) भारत सरकार की अधिसूचना -

- (i) का.आ. संख्या 4300 दिनांक 11 नवम्बर, 2006
(क) के दूसरे पैरा में “290, जवाहर गंज, नमक मंडी, सागर (म.प्र.)” शब्दों के स्थान पर “52 दयानंद वार्ड सागर (म.प्र.) पिन-470002” शब्द प्रतिस्थापित किए जाएंगे।
(ख) दूसरे पैरा में “एन. ओ. के. आई. वार्ड.ए.” शब्दों के स्थान पर “एस.ई.एस.सी” शब्द प्रतिस्थापित किए जाएंगे।
- (ii) का.आ. संख्या 4301 दिनांक 11 नवम्बर, 2006
(क) के दूसरे पैरा में “290, जवाहर गंज, नमक मंडी, सागर (म.प्र.)” शब्दों के स्थान पर “52 दयानंद वार्ड सागर (म.प्र.) पिन-470002” शब्द प्रतिस्थापित किए जाएंगे।
(ख) दूसरे पैरा में “एन. ओ. के. आई. वार्ड.ए.” शब्दों के स्थान पर “एस.ई.एस.सी” शब्द प्रतिस्थापित किए जाएंगे।

[फा.सं. डब्ल्यू.एम.-19(34)/2013]

बी.एन. दीक्षित, निदेशक (विधिक माप विज्ञान)

New Delhi, the 21st January, 2016

S.O.192.—In the notification of the Government of India in the Minsitry of Consumer Affairs, Food and Public Distribution, (Department of Consumer Affairs) published in the Gazette of India, Part II, Section 3, Sub-section (ii)-

- (i) S. O. No. 4300 dated 11th November, 2006,
(a) in second para the words “52, Dayanand Ward, Sagar (M. P.), Pin-470002” shall be substituted for “290, Jawahar Ganj, Namak Mandi, Sagar, M.P.”.
(b) in second para the words “SESC” shall be substituted for “NOKIYA”.
- (ii) S. O. No. 4301 dated 11th November, 2006,
(a) in second para the words “52, Dayanand Ward, Sagar (M. P.), Pin-470002” shall be substituted for “290, Jawahar Ganj, Namak Mandi, Sagar, M.P.”.
(b) in second para the words “SESC” shall be substituted for “NOKIYA”.

[F. No. WM-19(34)/2013]

B.N. DIXIT, Director (Legal Metrology)

नई दिल्ली, 21 जनवरी, 2016

का.आ.193.— भारत के राजपत्र भाग II, खण्ड 3, उपखंड (ii) में प्रकाशित, उपभोक्ता मामले, खाद्य एवं सार्वजनिक वितरण मंत्रालय (उपभोक्ता मामले विभाग) भारत सरकार की अधिसूचना -

- (i) का.आ. संख्या 3239 दिनांक 22 नवम्बर, 2003 के दूसरे पैरा में “पीयूएमपीए” शब्दों के स्थान पर “पीयूएमए” शब्द प्रतिस्थापित किए जाएंगे।

[फा. सं. डब्ल्यू.एम.-19(119)/2014]

बी.एन. दीक्षित, निदेशक (विधिक माप विज्ञान)

New Delhi, the 21st January, 2016

S.O.193.—In the notification of the Government of India in the Ministry of Consumer Affairs, Food and Public Distribution, (Department of Consumer Affairs) published in the Gazette of India, Part II, Section 3, Sub-section (ii)–

- (i) S. O. No 3239 dated 22nd November, 2003, in second para the words “PUMA” shall be substituted for the words “PUMPA”.

[F. No. WM-19(119)/2014]

B.N. DIXIT, Director (Legal Metrology)

नई दिल्ली, 21 जनवरी, 2016

का.आ.194.— भारत के राजपत्र भाग II, खण्ड 3, उपखंड (ii) में प्रकाशित, उपभोक्ता मामले, खाद्य एवं सार्वजनिक वितरण मंत्रालय (उपभोक्ता मामले विभाग) भारत सरकार की अधिसूचना –

- (i) का.आ. संख्या 3301 दिनांक 19 नवम्बर, 2011 के दूसरे पैरा में “मैसर्स सारटोरियस मैक्ट्रोनिक्स इंडिया प्रा0लि0, 10, तृतीय फेज, पीनया, छटा मेन, के.आई.ए.डी.बी. इंडस्ट्रियल एरिया, बंगलौर-560058 द्वारा निर्मित” शब्दों के स्थान पर “मैसर्स सारटोरियस सांईटिफिक इंस्ट्रुमेन्ट्स (बीजिंग) कं0 लि0 (एसएसआईएल), पार्कजोन बी, शुनई जिला, 33 यू एन रोड, एयरपोर्ट इंडस्ट्रिया, बीजिंग-101300, चीन द्वारा निर्मित और बिक्री से पहले अथवा बाद में कोई परिवर्तन किए बिना मैसर्स सारटोरियस वेईंग इंडिया प्रा0लि0, नं0 69/2 एवं 69/3, कुनिगलरोड, जक्कासान्द्रा, नीलमंगला तालुक, बंगलौर-526123, कर्नाटक द्वारा भारत में विपणित” शब्द प्रतिस्थापित किए जाएंगे।

- (ii) का.आ. संख्या 3300 दिनांक 19 नवम्बर, 2011 के दूसरे पैरा में “मैसर्स सारटोरियस मैक्ट्रोनिक्स इंडिया प्रा0लि0, 10, तृतीय फेज, पीनया, छटा मेन, के.आई.ए.डी.बी. इंडस्ट्रियल एरिया, बंगलौर-560058 द्वारा निर्मित” शब्दों के स्थान पर “मैसर्स सारटोरियस लैब इंस्ट्रुमेन्ट्स जीएमबीएच एंड कं0, केजी, 94-108 वींडर लैंडस्ट्रास्से, 37075, गोएटिन्गन, जर्मनी द्वारा निर्मित और बिक्री से पहले अथवा बाद में कोई परिवर्तन किए बिना मैसर्स सारटोरियस वेईंग इंडिया प्रा0लि0, नं0 69/2 एवं 69/3, कुनिगलरोड, जक्कासान्द्रा, नीलमंगला तालुक, बंगलौर-526123, कर्नाटक द्वारा भारत में विपणित” शब्द प्रतिस्थापित किए जाएंगे।

- (iii) का.आ. संख्या 3302 दिनांक 19 नवम्बर, 2011 के दूसरे पैरा में “मैसर्स सारटोरियस मैक्ट्रोनिक्स इंडिया प्रा0लि0, 10, तृतीय फेज, पीनया, छटा मेन, के.आई.ए.डी.बी. इंडस्ट्रियल एरिया, बंगलौर-560058 द्वारा निर्मित” शब्दों के स्थान पर “मैसर्स सारटोरियस लैब इंस्ट्रुमेन्ट्स जीएमबीएच एंड कं0, केजी, 94-108 वींडर लैंडस्ट्रास्से, 37075, गोएटिन्गन, जर्मनी द्वारा निर्मित

और बिक्री से पहले अथवा बाद में कोई परिवर्तन किए बिना मैसर्स सारटोरियस वेईंग इंडिया प्रा0लि0, नं0 69/2 एवं 69/3, कुनिगलरोड, जक्कासान्द्रा, नीलमंगला तालुक, बंगलौर-526123, कर्नाटक द्वारा भारत में विपणित” शब्द प्रतिस्थापित किए जाएंगे।

- (iv) का.आ. संख्या 4809 दिनांक 31 दिसम्बर, 2005 के दूसरे पैरा में “मैसर्स सारटोरियस मैक्ट्रोनिक्स इंडिया प्रा0लि0, 10, तृतीय फेज, पीनया, छटा मेन, के.आई.ए.डी.बी. इंडस्ट्रियल एरिया, बंगलौर-560058 द्वारा निर्मित” शब्दों के स्थान पर “मैसर्स सारटोरियस लैब इंस्ट्रुमेन्ट्स जीएमबीएच एंड कं0, केजी, 94-108 वींडर लैंडस्ट्रास्से, 37075, गोएटिन्गन, जर्मनी द्वारा निर्मित और बिक्री से पहले अथवा बाद में कोई परिवर्तन किए बिना मैसर्स सारटोरियस वेईंग इंडिया प्रा0लि0, नं0 69/2 एवं 69/3, कुनिगलरोड, जक्कासान्द्रा, नीलमंगला तालुक, बंगलौर-526123, कर्नाटक द्वारा भारत में विपणित” शब्द प्रतिस्थापित किए जाएंगे।

- (v) का.आ. संख्या 4812 दिनांक 31 दिसम्बर, 2005 के दूसरे पैरा में “मैसर्स सारटोरियस मैक्ट्रोनिक्स इंडिया प्रा0लि0, 10, तृतीय फेज, पीनया, छटा मेन, के.आई.ए.डी.बी. इंडस्ट्रियल एरिया, बंगलौर-560058 द्वारा निर्मित” शब्दों के स्थान पर “मैसर्स सारटोरियस लैब इंस्ट्रुमेन्ट्स जीएमबीएच एंड कं0, केजी, 94-108 वींडर लैंडस्ट्रास्से, 37075, गोएटिन्गन, जर्मनी द्वारा निर्मित और बिक्री से पहले अथवा बाद में कोई परिवर्तन किए बिना मैसर्स सारटोरियस वेईंग इंडिया प्रा0लि0, नं0 69/2 एवं 69/3, कुनिगलरोड, जक्कासान्द्रा, नीलमंगला तालुक, बंगलौर-526123, कर्नाटक द्वारा भारत में विपणित” शब्द प्रतिस्थापित किए जाएंगे।

- (vi) का.आ. संख्या 4813 दिनांक 31 दिसम्बर, 2005 के दूसरे पैरा में “मैसर्स सारटोरियस मैक्ट्रोनिक्स इंडिया प्रा0लि0, 10, तृतीय फेज, पीनया, छटा मेन, के.आई.ए.डी.बी. इंडस्ट्रियल एरिया, बंगलौर-560058 द्वारा निर्मित” शब्दों के स्थान पर “मैसर्स सारटोरियस लैब इंस्ट्रुमेन्ट्स जीएमबीएच एंड कं0, केजी, 94-108 वींडर लैंडस्ट्रास्से, 37075, गोएटिन्गन, जर्मनी द्वारा निर्मित और बिक्री से पहले अथवा बाद में कोई परिवर्तन किए बिना मैसर्स सारटोरियस वेईंग इंडिया प्रा0लि0, नं0 69/2 एवं 69/3, कुनिगलरोड, जक्कासान्द्रा, नीलमंगला तालुक, बंगलौर-526123, कर्नाटक द्वारा भारत में विपणित” शब्द प्रतिस्थापित किए जाएंगे।

- (vii) का.आ. संख्या 4814 दिनांक 31 दिसम्बर, 2005 के दूसरे पैरा में “मैसर्स सारटोरियस मैक्ट्रोनिक्स इंडिया प्रा0लि0, 10, तृतीय फेज, पीनया, छटा मेन, के.आई.ए.डी.बी. इंडस्ट्रियल एरिया, बंगलौर-560058 द्वारा निर्मित” शब्दों के स्थान पर “मैसर्स सारटोरियस लैब इंस्ट्रुमेन्ट्स जीएमबीएच एंड कं0, केजी, 94-108 वींडर लैंडस्ट्रास्से, 37075, गोएटिन्गन, जर्मनी द्वारा निर्मित और बिक्री से पहले अथवा बाद में कोई परिवर्तन किए बिना मैसर्स सारटोरियस वेईंग इंडिया प्रा0लि0, नं0 69/2 एवं 69/3, कुनिगलरोड, जक्कासान्द्रा, नीलमंगला तालुक, बंगलौर-526123, कर्नाटक द्वारा भारत में विपणित” शब्द प्रतिस्थापित किए जाएंगे।

[फा. सं. डब्ल्यू.एम.-19(31)/2013]

बी.एन. दीक्षित, निदेशक (विधिक माप विज्ञान)

New Delhi, the 21st January, 2016

S.O.194.—In the notification of the Government of India in the Minsitry of Consumer Affairs, Food and Public Distribution, (Department of Consumer Affairs) published in the Gazette of India, Part II, Section 3, Sub-section (ii)-

- (i) S. O. No 3301 dated 19th November, 2011, in second para the words “manufactured by M/s. Sartorius Scientific Instruments (Beijing) Co Ltd (SSIL), Park Zone B, Shunyi District, 33 Yu An Road, Airport Industria, Beijing-101300, China and marketed in India without any alteration before or after sale by M/s. Sartorius Weighing India Pvt Ltd, No 69/2 & 69/3, Kunigal Road, Jakkasandra, Nelamangala Taluk, Bangalore-526123, Karnataka” shall be substituted for “manufactured by M/s. Sartorius Mechatronics India Pvt Ltd, 10, 3rd Phase, Peenya, 6th Main, KIADB Industrial Area, Bangalore-560058”.
- (ii) S. O. No 3300 dated 19th November, 2011, in second para the words “manufactured by M/s. Sartorius Lab Instruments GmbH & Co. KG, 94-108, Weender Landstrasse, 37075, Goettingen, Germany and marketed in India without any alteration before or after sale by M/s. Sartorius Weighing India Pvt Ltd, No 69/2 & 69/3, Kunigal Road, Jakkasandra, Nelamangala Taluk, Bangalore-526123, Karnataka” shall be substituted for “manufactured by M/s. Sartorius Mechatronics India Pvt Ltd, 10, 3rd Phase, Peenya, 6th Main, KIADB Industrial Area, Bangalore-560058”.
- (iii) S. O. No 3302 dated 19th November, 2011, in second para the words “manufactured by M/s. Sartorius Lab Instruments GmbH & Co. KG, 94-108, Weender Landstrasse, 37075, Goettingen, Germany and marketed in India without any alteration before or after sale by M/s. Sartorius Weighing India Pvt Ltd, No 69/2 & 69/3, Kunigal Road, Jakkasandra, Nelamangala Taluk, Bangalore-526123, Karnataka” shall be substituted for “manufactured by M/s. Sartorius Mechatronics India Pvt Ltd, 10, 3rd Phase, Peenya, 6th Main, KIADB Industrial Area, Bangalore-560058”.
- (iv) S. O. No 4809 dated 31st December, 2005, in second para the words “manufactured by M/s. Sartorius Lab Instruments GmbH & Co. KG, 94-108, Weender Landstrasse, 37075,

Goettingen, Germany and marketed in India without any alteration before or after sale by M/s. Sartorius Weighing India Pvt Ltd, No 69/2 & 69/3, Kunigal Road, Jakkasandra, Nelamangala Taluk, Bangalore-526123, Karnataka” shall be substituted for “manufactured by M/s. Sartorius Mechatronics India Pvt Ltd, 10, 3rd Phase, Peenya, 6th Main, KIADB Industrial Area, Bangalore-560058”.

- (v) S. O. No 4812 dated 31st December, 2005, in second para the words “manufactured by M/s. Sartorius Lab Instruments GmbH & Co. KG, 94-108, Weender Landstrasse, 37075, Goettingen, Germany and marketed in India without any alteration before or after sale by M/s. Sartorius Weighing India Pvt Ltd, No 69/2 & 69/3, Kunigal Road, Jakkasandra, Nelamangala Taluk, Bangalore-526123, Karnataka” shall be substituted for “manufactured by M/s. Sartorius Mechatronics India Pvt Ltd, 10, 3rd Phase, Peenya, 6th Main, KIADB Industrial Area, Bangalore-560058”.
- (vi) S. O. No 4813 dated 31st December, 2005, in second para the words “manufactured by M/s. Sartorius Lab Instruments GmbH & Co. KG, 94-108, Weender Landstrasse, 37075, Goettingen, Germany and marketed in India without any alteration before or after sale by M/s. Sartorius Weighing India Pvt Ltd, No 69/2 & 69/3, Kunigal Road, Jakkasandra, Nelamangala Taluk, Bangalore-526123, Karnataka” shall be substituted for “manufactured by M/s. Sartorius Mechatronics India Pvt Ltd, 10, 3rd Phase, Peenya, 6th Main, KIADB Industrial Area, Bangalore-560058”.
- (vii) S. O. No 4814 dated 31st December, 2005, in second para the words “manufactured by M/s. Sartorius Lab Instruments GmbH & Co. KG, 94-108, Weender Landstrasse, 37075, Goettingen, Germany and marketed in India without any alteration before or after sale by M/s. Sartorius Weighing India Pvt Ltd, No 69/2 & 69/3, Kunigal Road, Jakkasandra, Nelamangala Taluk, Bangalore-526123, Karnataka” shall be substituted for “manufactured by M/s. Sartorius Mechatronics India Pvt Ltd, 10, 3rd Phase, Peenya, 6th Main, KIADB Industrial Area, Bangalore-560058”.

[F. No. WM-19(31)/2013]

B.N. DIXIT, Director (Legal Metrology)

(भारतीय मानक ब्यूरो)

नई दिल्ली, 28 जनवरी, 2016

का.आ.195.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:-

अनुसूची

क्र. सं.	लाइसेंस सं	स्वीकृत करने की तिथि वर्ष/ माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्ष	भा मा सं (भाग/ अनुभाग) : वर्ष
1.	6500009812	20151030	मेसर्स श्री अम्मन एक्वा फार्म एस एफ सं 270/1B2, कुमारापालयम रोड, कारियमपालयम पोस्ट, अन्नूर, कोयम्बतूर - 641 653	पैकेजबंद पेय जल (पैकेजबंद मिनरल जल के अलावा)	IS 14543 : 2004
2.	6500009905	20151105	मेसर्स जे. एम. शाहुल हमीद 56, राजा स्ट्रीट, अन्तिथूर, भवानी - 638 501	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
3.	6500010086	20151116	मेसर्स लक्ष्मी नारायणा इंडस्ट्रीस 286, सति रोड, गांधीपुरम, कोयम्बतूर - 641 012	कृषि एवं जल आपूर्ति के लिए साफ ठंडे पानी के बिजली के मोनोसेट पम्पस	IS 9079 : 2002
4.	6500010187	20151119	मेसर्स सीटो पम्पस कंपनी सं. 101-D, सुपर ग्रुप ऑफ कंपनीस कम्पाउन्ड, चिन्नावेदमपट्टी, कोयम्बतूर - 641 049	निम्नजनीय पम्पसेट	IS 8034 : 2002
5.	6500010288	20151120	मेसर्स सेस इंडस्ट्री एस एफ 230-1, श्रीनीवासा नगर, मासानी अम्मन कोविल के पीछे, उप्पिलीपालयम पोस्ट, सिंगनल्लूर, कोयम्बतूर - 641 015	प्रेरक मोटर - ऊर्जा दक्ष, तीन फेज, स्विचरल केज	IS 12615 : 2011

[सं. सी एम डी/13: 11]

पी. सेपागिरी राव, वैज्ञानिक 'ई' एवं प्रमुख

(BUREAU OF INDIAN STANDARDS)

New Delhi, the 28th January, 2016

S.O.195.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulation 1988, of the Bureau of Indian Standards, hereby notifies the grant of licence particulars of which are given in the following schedule:

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and Address (Factory) of the Party	Title of the Standard	IS No. Part/ Sec. Year
1.	6500009812	20151030	M/s. Sri Amman Aqua Farm SF No. 270/1B2, Kumarapalayam Road, Kariyamplayam Post, Annur, Coimbatore - 641 653	Packaged Drinking Water (other than Packaged Natural Mineral Water)	IS 14543 : 2004
2.	6500009905	20151105	M/s. J. M. Sahul Hameed 56, Raja Street, Anthiyur, Bhavani - 638 501	Gold and Gold Alloys, Jewellery/ Artefacts - Fineness and Marking	IS 1417 : 1999
3.	6500010086	20151116	M/s. Lakshmi Narayana Industries 286, Sathy Road, Gandhipuram, Coimbatore - 641 012	Electric Monoset Pumps for Clear, Cold Water for Agricultural and Water Supply Purposes	IS 9079 : 2002
4.	6500010187	20151119	M/s. Ceto Pumps Company No.101-D, Super Group Of Companies Compound, Chinnavedampatty, Coimbatore - 641 049	Submersible Pumpsets	IS 8034 : 2002

5.	6500010288	20151120	M/s. SAS Industry SF 230-1, Srinivasa Nagar. Masani Amman Kovil Back Side, Uppillipalayam Post, Singanallur, Coimbatore – 641 015	Induction Motors- Energy Efficient, Three phase, Squirrel cage	IS 12615 : 2011
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[No. CMD/13:11]

P. SESHAGIRI RAO, Scientist 'E' & Head

नई दिल्ली, 28 जनवरी, 2016

का.आ.196.— भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:-

अनुसूची

क्र. सं.	लाइसेंस सं	स्वीकृत करने की तिथि वर्ष/ माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्ष	भा मा सं (भाग/ अनुभाग) : वर्ष
1.	6500010389	20151202	मेसर्स नाबिल्ला ज्वेलर्स सं. 624, राजा स्ट्रीट, कोयम्बतूर 641 001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999
2.	6500010490	20151203	मेसर्स मीको टेक इंडस्ट्रीस 123-B, इलनो नगर, आवारमपालयम, गणपति पोस्ट, कोयम्बतूर – 641 006.	कृषि एवं जल आपूर्ति के लिए साफ और ठंडे पानी के बिजली के मोनोसेट पम्प	IS 9079 : 2002
3.	6500010591	20151207	मेसर्स मीको टेक इंडस्ट्रीस 123-B, इलनो नगर, आवारमपालयम, गणपति पोस्ट, कोयम्बतूर – 641 006.	गहरे कुओं के लिए निम्नजनीय पम्पसेट	IS 14220 : 1994
4.	6500010692	20151210	मेसर्स आनन्द एक्वा प्रोडक्ट एस एफ सं. 422/1, आनन्द वेई ब्रिड्ज के पीछे, भवानी ब्लॉक, तोट्टीपालयम, भवानी तालुक, ईरोड – 638 312	पैकेजबंद पेय जल (पैकेजबंद मिनरल जल के अलावा)	IS 14543 : 2004
5.	6500010793	20151211	मेसर्स कोवर्तना वाटर दरवाजा सं 3/1-E, नाताकट्टु तोट्टम, पलयूर स्ट्रीट, कलिनागारायेन पालयम, ईरोड – 638 316	पैकेजबंद पेय जल (पैकेजबंद मिनरल जल के अलावा)	IS 14543 : 2004
6.	6500010894	20151222	मेसर्स दीपक इंडस्ट्रीस 52, जोती नगर, पलयूर, पी. एन. पालयम, कोयम्बतूर – 6641 037	साफ, ठंडे पानी के लिए अपकेंद्रीय पुनरुत्पादक पम्प	IS 8472 : 1998
7.	6500011391	20151223	मेसर्स मेक वेइन सर्विसस प्रायवेट लिमिटेड सं 143/2A, अन्ना नगर रोड, नीलम्बूर, कोयम्बतूर – 641 062	जलकल के लिए स्विंग चेक प्रकार के रिफ्लक्स वाल्व भाग I - एकल दरवाजा पैटर्न	IS 5312 : Part 1 : 2004
8.	6500010995	20151223	मेसर्स अल्टिमेट सोल्यूशन सं. 5, वैक्कल मेडु, कोन्नामपालयम, चित्तोड पोस्ट, ईरोड – 638 102	पैकेजबंद पेय जल (पैकेजबंद मिनरल जल के अलावा)	IS 14543 : 2004
9.	6500011088	20151223	मेसर्स पयोनीर प्लाईवुड इंडस्ट्रीस 10/100/1, ए एस पी तोट्टम, सेनोडुगौन्डन पुदुर मार्ग, मुतुगौन्डनपुदुर, सुलूर, कोयम्बतूर – 641 402	समुद्री उपयोग के लिए प्लाईवुड	IS 710 : 2010

10.	6500011189	20151223	मेसर्स पयोनीर प्लाईवुड इंडस्ट्रीस 10/100/1, ए एस पी तोट्टम, सेनोडुगौन्डन पुदुर मार्ग, मुतुगौन्डनपुदुर, सुलूर, कोयम्बतूर - 641 402	ब्लॉक बोर्ड	IS 1659 : 2004
11.	6500011290	20151231	मेसर्स श्री आरती ज्वेलरी 9/10, क्रॉस कट रोड, गाँधीपुरम, कोयम्बतूर - 641 012	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	IS 1417 : 1999

[सं. सी एम डी 13: 11]

पी. सेषागिरी राव, वैज्ञानिक 'ई' एवं प्रमुख

New Delhi, the 28th January, 2016

S.O.196.— In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulation 1988, of the Bureau of Indian Standards, hereby notifies the grant of licence particulars of which are given in the following schedule:

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and Address (Factory) of the Party	Title of the Standard	IS No. Part/ Sec. Year
1.	6500010389	20151202	M/s. Nabilla Jewellers No. 624, Raja Street, Coimbatore - 641 001	Gold and Gold Alloys, Jewellery/ Artefacts - Fineness and Marking	IS 1417 : 1999
2.	6500010490	20151203	M/s. Meco Tech Industries, 123-B, Elango Nagar, Avarampalayam, Ganapathy Post , Coimbatore - 641 006.	Electric Monoset Pumps for Clear, Cold Water for Agricultural and Water Supply Purposes	IS 9079 : 2002
3.	6500010591	20151207	M/s. Meco Tech Industries, 123-B, Elango Nagar, Avarampalayam, Ganapathy Post , Coimbatore - 641 006.	Openwell Submersible Pump sets	IS 14220 : 1994
4.	6500010692	20151210	M/s. Anand Aqua Product SF No 422/1, Anand Weigh Bridge Backside, Bhavani Block, Thottipalayam, Bhavani Taluk, Erode - 638 312	Packaged Drinking Water (other than Packaged Natural Mineral Water)	IS 14543 : 2004
5.	6500010793	20151211	M/s. Kovartana Water Door No.3/1-E, Nathakattu Thottam, Palayur Street, Kalingarayan Palayam, Erode- 638 316	Packaged Drinking Water (other than Packaged Natural Mineral Water)	IS 14543 : 2004
6.	6500010894	20151222	M/s. Deepak Industries 52, Jothi Nagar, Palayur, P N Palayam, Coimbatore - 6641 037	Centrifugal Regenerative Pumps for clear, cold water	IS 8472 : 1998
7.	6500011391	20151223	M/s. Mc Wane Services Private Limited, No. 143/2A, Anna Nagar Road, Neelambur, Coimbatore - 641 062	Swing Check Type Reflux (Non-Return) Valves For Water Works Purposes Part 1 : Single-Door Pattern	IS 5312 : Part 1 : 2004
8.	6500010995	20151223	M/s. Ultimate Solution No. 5, Vaikkal Medu, Kongampalayam, Chithode Post, Erode - 638 102	Packaged Drinking Water (other than Packaged Natural Mineral Water)	IS 14543 : 2004
9.	6500011088	20151223	M/s. Pioneer Plywood Industries 10/100/1, A.S.P Thottam, Sengodugounden Pudur Road, Muthugounden Pudur, Sulur, Coimbatore - 641 402	Marine Plywood	IS 710 : 2010

10.	6500011189	20151223	M/s. Pioneer Plywood Industries 10/100/1, A.S.P Thottam, Sengodugounden Pudur Road, Muthugounden Pudur, Sulur, Coimbatore – 641 402	Block Board	IS 1659 : 2004
11.	6500011290	20151231	M/s. Shri Arthi Jewellery 9/10, Cross Cut Road, Gandhipuram, Coimbatore – 641 012	Gold and Gold Alloys, Jewellery/ Artefacts - Fineness and Marking	IS 1417 : 1999

[No. CMD/13:11]

P. SESHAGIRI RAO, Scientist 'E' & Head

नई दिल्ली, 28 जनवरी, 2016

का. आ.197.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियमन 5 के उपविनियमन (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शाई गई तारीख से रद्द/स्थगित कर दिया गया है:-

अनुसूची

क्र. सं.	लाइसेंस सं. सी एम/ एल-	लाइसेंसधारी का नाम व पता	स्थगित किए गए/ रद्द किए गए लाइसेंस के अंतर्गत वस्तु/ प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द होने की तिथि
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नवंबर 2015 - शून्य

[सं. सी एम डी 13: 13-]

पी. सेषागिरी राव, वैज्ञानिक 'ई' एवं प्रमुख

New Delhi, the 28th January, 2016

S.O.197.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards, hereby notifies that the licence particulars of which are given below have been cancelled/ suspended with effect from the date indicated against each:

SCHEDULE

Sl. No.	Licence No. CM/L-	Name & Address of the Licensee	Article/ Process with relevant Indian Standard covered by the licence cancelled/ suspension	Date of Cancellation
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NOVEMBER 2015 - NIL

[No. CMD/13: 13]

P. SESHAGIRI RAO, Scientist 'E' & Head

नई दिल्ली, 28 जनवरी, 2016

का. आ.198.— भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियमन 5 के उपविनियमन (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शाई गई तारीख से रद्द/स्थगित कर दिया गया है:-

अनुसूची

क्र. सं.	लाइसेंस सं. सी एम/ एल-	लाइसेंसधारी का नाम व पता	स्थगित किए गए/ रद्द किए गए लाइसेंस के अंतर्गत वस्तु/ प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द होने की तिथि
1.	6169575	मेसर्स कासु इलक्ट्रिकल्स (प्रा.) लिमिटेड एस एफ सं 445/2, वेल्लालूर रोड, एच पी पेट्रोल बंक के पास (श्री राम फ्यूल्स), सिंगनल्लूर, कोयम्बतूर - 641 005	बिजली के पानी गरम करने के भंडारण किस्म के स्थिर हीटर IS 2082: 1993	21-12-2015

[सं. सी एम डी 13: 13]

पी. सेषागिरी राव, वैज्ञानिक 'ई' एवं प्रमुख

New Delhi, the 28th January, 2016

S.O.198.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licence particulars of which are given below have been cancelled/ suspended with effect from the date indicated against each:

SCHEDULE

Sl. No.	Licence No. CM/L-	Name & Address of the Licensee	Article/ Process with relevant Indian Standard covered by the licence cancelled/ suspension	Date of Cancellation
1.	6169575	M/s. Kasu Electricals (P) Ltd. SF No.445/2, Vellalore Road, Near IIP Petrol Bunk (Shri Ram Fuels), Singanallur, Coimbatore - 641 005	Stationary Storage type electric water heaters IS 2082: 1993	21-12-2015

[F.No. CMD/13: 13]

P. SESHAGIRI RAO, Scientist 'E' & Head

संचार और सूचना प्रौद्योगिकी मंत्रालय**(इलेक्ट्रानिकी और सूचना प्रौद्योगिकी विभाग)**

नई दिल्ली, 21 जनवरी, 2016

का.आ.199.—केन्द्र सरकार एतद्वारा राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में, इलेक्ट्रानिकी और सूचना प्रौद्योगिकी विभाग के संबद्ध कार्यालय राष्ट्रीय सूचना विज्ञान केंद्र के निम्नलिखित अधीनस्थ कार्यालयों, जिनके 80% से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है :

1. राष्ट्रीय सूचना विज्ञान केंद्र, एसडीटीसी, केन्द्र भवन, कोच्ची-37
2. राष्ट्रीय सूचना विज्ञान केंद्र, अंडमान और निकोबार केंद्र शासित प्रदेश, पोर्ट ब्लेयर, कमरा संख्या 11, पुरानी प्रदेश परिषद् बिल्डिंग, सचिवालय कॉम्प्लेक्स पोर्ट ब्लेयर-744101; और
3. राष्ट्रीय सूचना विज्ञान केंद्र, हिमाचल प्रदेश राज्य एकक, 6ठा तल, ऑम्सडेल भवन, हिमाचल प्रदेश सचिवालय, शिमला (हिमाचल प्रदेश)-171002

[सं. 7(2)/2005-हि.अ.]

राजीव कुमार, संयुक्त सचिव

MINISTRY OF COMMUNICATIONS AND INFORMATION TECHNOLOGY**(Department of Electronics and Information Technology)**

New Delhi, the 21st January, 2016

S.O.199.—In pursuance of Sub-Rule (4) of the rule 10 of the Official Language (use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following subordinate offices of the National Informatics Centre, an attached office of the Department of Electronics and Information Technology, whose more than 80% staff have acquired the working knowledge of Hindi:

1. National Informatics, Centre, SDTC, Kendra Bhawan, Kochi-37
2. National Informatics, Centre, IT of Andaman & Nikobar Islands, Room No. 11, Old Pradesh Council Building, Secretariat Complex, Port Blair-744101
3. National Informatics, Centre, HP State Unit, 6th Floor, Armsdel Building, Himachal Pradesh Secretariat, Shimla-171002

[No. 7(2)/2005-H.S.]

RAJIV KUMAR, Jt. Secy.

कोयला मंत्रालय

नई दिल्ली, 27 जनवरी, 2016

का.आ.200.— केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 (1987 में यथा संशोधित) के नियम 10 के उप-नियम (4) के अनुसरण में कोयला मंत्रालय के निम्नलिखित अधीनस्थ कार्यालय में हिन्दी का कार्यसाधक ज्ञान रखने वाले कर्मचारियों की संख्या 80% से अधिक हो जाने के फलस्वरूप उसे एतद्वारा अधिसूचित करती है।

1. क्षेत्रीय विक्रय कार्यालय, सीआईएल, जयपुर

[सं. 13012/1/2013-हिन्दी]

सुबोध कुमार, संयुक्त निदेशक (रा.भा.)

MINISTRY OF COAL

New Delhi, the 27th January, 2016

S.O. 200.—In pursuance of sub-rule (4) of Rule 10 of the Official Language (Use for Official Purpose of the Union) Rules, 1976 (as amended in 1987), Central Government hereby notifies the following office under the control of Ministry of Coal wherein the percentage of the Staff having working knowledge of Hindi has gone above 80%:

1. Regional Sales Office, CIL, Jaipur:

[No. 13012/1/2013-Hindi]

SUBODH KUMAR, Jt. Director (O.L.)

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 22 जनवरी, 2016

का.आ.201.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सीसीएल के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ श्रम न्यायालय, नं. 2, धनबाद के पंचाट (संदर्भ संख्या 29/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22/01/2016 को प्राप्त हुआ था।

[सं. एल. 20012/88/2013-आई. आर. (सी-1)]

एम. के. सिंह, अनुभाग अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 22nd January, 2016

S.O.201.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Dhanbad (Ref. No. 29 of 2014) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. CCL and their workmen, which was received by the Central Government on 22.01.2016.

[No. L-20012/88/2013-IR(C-I)]

M.K. SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.2), AT DHANBAD.**

PRESENT Shri R.K. SARAN, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1) (d) of the I.D.Act, 1947.

REFERENCE NO 29 OF 2014**PARTIES :**

The Secretary,
BCKU Gidi Washery,
M/s. CCL, PO: Gidi, Hazaribagh.

Vs.

The Project Officer,
Gidi Washery of M/s. CCL,
PO: Gidi, Hazaribagh.

Order No. L-20012/88/2013-IR(CM-I) dt.28.05.2014.

APPEARANCES :

On behalf of the workman/Union : : None
On behalf of the Management : : None

State : Jharkhand Industry : Coal

Dated, Dhanbad, the 07th Dec., 2015**AWARD**

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under

Sec.10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/88/2013-IR (CM-I) dt.28.05.2014.

SCHEDULE

“Whether the action of the Management of Gidi Washery of M/s. CCL in illegally deducting the wages in the name of Union’s membership, despite giving written consent for not doing the same by S/Sri Rupni Uraon and 28 others (as per list enclosed as submitted by Union) and also not refunding the same fair and justified? To what relief the concerned workmen are entitled to?”

2. None is reported to be present either from the workmen Sri Rupni Uraon & 28 others or Management side on date and also none representation all alone from either side since its inception after having registered the case on 17.06.2014. The Sponsoring Union has miserably failed even in filing W.S. There is no exception for the Management side either. Undeniably two Regd. Notices were mailed to the Sponsoring Union and at the Management addresses but to no avail. The case is crawling on the very beginning stage of filing of the W.S. on the part of the workmen.

After through perusal of the records, it is no less significant that the Sponsoring Union/Workmen did not show seriousness to go in for final for adjudication through trails, rather maintained silence all along. Finally after providing ample opportunities, it has been apparently clear and proved beyond doubt that both sides seems reluctant whatsoever to move through adjudication as the case seems to be no issue in real terms or has been settled. Under such circumstances, the Tribunal do not have ground to hold it on for the period uncertainty. Hence the case is closed. Accordingly an Award of ‘No Dispute Award’ is passed.

R.K. SARAN, Presiding Officer

नई दिल्ली, 22 जनवरी, 2016

का.आ.202.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ श्रम न्यायालय, नं. 2, धनबाद के पंचाट (संदर्भ संख्या 26/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-01-2016 को प्राप्त हुआ था।

[सं. एल.-20012/30/2014-आई. आर. (सी-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 22nd January, 2016

S.O.202.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Dhanbad (Ref. No. 26 of 2014) as shown in the

Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 22.01.2016.

[No. L-20012/30/2014-IR(C-I)]

M.K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.2), AT DHANBAD.

PRESENT

Shri R.K.Saran, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1) (d) of the I.D.Act.,1947

REFERENCE NO 26 OF 2014

PARTIES : The Jt.Gen.Secretary,
Bahujan Mazdoor Union,
Mines Rescue Station, PO: Dhansar, Dhanbad..

Vs.

The General Manger,
Lodna Area of M/s. BCCL
PO: Khasgeengora, Dhanbad.
Order No. L-20012/30/2014-IR(CM-I) dt.15.05.2014.

APPEARANCES :

On behalf of the workman/Union : : None
On behalf of the Management : : None
State : Jharkhand Industry : Coal
Dhanbad, Dated, the 07th Dec.,2015.

A W A R D

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec.10(1)(d) of the I.D. Act.,1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/30/2014-IR (CM-I) dt.15.05.2014.

THE SCHEDULE

“Whether the action of the Management of Bagdigi Colliery of M/s. BCCL in dismissing Sri Mahadeo Mahato from the services of the Company vide Order dated 28.10.2003 is justified and fair? To what relief the concerned workman is entitled to ?

2. None is reported to be present from the Sponsoring Union/workman. Mr. U.N.Lal, I.d. Advocate for Management is present. The case is related to dismissal of the workman seeking grounds for proper justification against which two Regd. Notices dtt, 13.08.2014 and 04.03.2015 were sent to the address of the Union but neither the Sponsoring Union nor the workman made appearance. Nor did file the W.S. on their part. The Tribunal kept on posting date after date to ensure filing the much awaited W.S.

After going through the case record at a glance it appears that the workman or the Sponsoring Union did not show willingness to push forward the case through adjudication, presuming the case having been settled or sorted out as the case has been hanging over filing WS since 25.09.2014. The workman did not come out from

the very early stage leaving no room to consider it for otherwise rather to close down the case. The case in fact nowhere seems in existence due to representation, in blank, from the union/workman. So there is reasonable ground to close down the Reference I.D. in the ends of the natural justice. So the case is closed. Accordingly an Award of ‘No Dispute’ is passed.

R.K. SARAN, Presiding Officer

नई दिल्ली, 22 जनवरी, 2016

का.आ.203.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ श्रम न्यायालय, न. 2, धनबाद के पंचाट (संदर्भ संख्या 38/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22/01/2016 को प्राप्त हुआ था।

[सं. एल.—20012/68/2007-आई. आर. (सी-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 22nd January, 2016

S.O.203.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Dhanbad (Ref. No. 38 of 2007) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 22.01.2016.

[No. L-20012/68/2007-IR(C-I)]

M.K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.2), AT DHANBAD.

PRESENT

Shri R.K.Saran, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1) (d) of the I.D.Act.,1947

REFERENCE NO. 38 OF 2007

PARTIES :

The Secretary,
Koyla Mazdoor Congress,
Gorai Mansion, G.T.Road, Asansol-713301.

Vs.

The General Manger,
Mugma Area of M/s. BCCL
PO: Mugma, Dhanbad.
Order No. L-20012/68/2007-IR(CM-I) dt.23.07.2007.

APPEARANCES :

On behalf of the workman/Union : None
On behalf of the Management : Mr.D.K.Verma
Ld. Advocate

State : Jharkhand Industry : Coal
Dated, Dhanbad, the 07th Dec.,2015

A W A R D

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec.10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/68/2007-IR (CM-I) dt.23.07.2007.

SCHEDULE

"Whether the action of the Management of Chapapur Colliery of M/s. BCCL in dismissing the services of Shri Gopal Bouri, U/G Loader w.e.f. 30.12.2004 is justified and legal? If not, to what relief is the concerned workman entitled?

2 None is reported from the Sponsoring Union/workman for appearance nor did file the W.S. lying since 8.1.2008. Mr. D.K.Verma, Ld. Advocate on behalf of the Management is present. Altogether five notices including two Show Cause were sent on the address of the Union but neither the Sponsoring Union nor the workman moved further for steps. The Tribunal kept on posting dates to ensure filing the much awaited W.S. despite providing as many as several opportunities from 8.1.2008 to 30.09.2015.

On perusal of the case record, it is quite evident that the Union nor workman is interested to get it final adjudication through trails as the case is indeed nowhere in existence. Lack of seriousness from Union and workman cast doubt over existence of the case in question in real sense, as the case is hanging over filing W.S. Sensing mere wastage of precious time and valuable energy, the Tribunal holds of opinion that the case deserves winding up. Under such circumstance the case is closed and An Award of No Dispute is passed.

R.K. SARAN, Presiding Officer

नई दिल्ली, 22 जनवरी, 2016

का.आ.204.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एअर इण्डिया लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ श्रम न्यायालय नं० 1, नई दिल्ली के पंचाट (संदर्भ संख्या 75/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14/01/2016 को प्राप्त हुआ था।

[सं. एल. 11012/46/2014-आई. आर. (सी-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 22nd January, 2016

S.O.204.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, New Delhi (Ref. No. 75 of 2015) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Air

India Ltd. and their workmen, which was received by the Central Government on 22.01.2016.

[No. L-11012/46/2014-IR(C-I)]

M.K. SINGH, Section Officer

ANNEXURE

**IN THE COURT OF SHRI AVTAR CHAND
DOGRA, PRESIDING OFFICER, CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL CUM
LABOUR COURT NO.1, KARKARDOOMA
COURT COMPLEX, DELHI**

ID No.75/2015

Shri Mumtaz Ali,
S/o Nazir Mohammad,
C/o C-204, Ashok Hotel Staff Quarters,
Chanakyapuri,
New Delhi – 110 021

...Workman

Versus

1. The Senior Vice President,
M/s. Air India Sats Airport Services Pvt. Ltd.
A-63, 2nd Floor, Hotel Taurus,
IGI Airport Road, Mahipalpur,
New Delhi – 110 037
2. The Chairman,
M/s. Air India Ltd.
(Erstwhile Indian Airlines Ltd.)
IGI Airport,
New Delhi 110 037

...Managements

AWARD

Central Government, vide letter No.L-11012/46/2014-IR(CM-I) dated 05.02.2015, referred the following industrial dispute to this Tribunal for adjudication:

"Whether the termination of employment of the workman Shri Mumtaz Ali S/o Nazir Mohammad by the Management of Air India Sats Airport Services Pvt. Ltd. especially during the pendency of the dispute of regularization of services is just, fair and legal? To what relief the workman concerned is entitled to?

2. In the reference order, the appropriate Government commanded the parties to the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Shri Vir Pal opted not to file his claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the management. Neither the postal article, referred above, was received back nor was it observed by the Tribunal that postal services remained affected in the period, referred above. Therefore, every presumption lies in favour of

the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor has he led any evidence so as to prove his cause against the management, as such, this Tribunal is left with no choice, except to pass a 'No Dispute/Claim' award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

A.C. DOGRA, Presiding Officer
Delhi Dated : January 11, 2016

नई दिल्ली, 27 जनवरी, 2016

का.आ.205.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कोल बांध चनबिजली परियोजना और दूसरों के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ श्रम न्यायालय नं. 2, चंडीगढ़ के पंचाट (संदर्भ संख्या 185/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/01/2016 को प्राप्त हुआ था ।

[सं. एल.-42012/271/2010-आई. आर. (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 27th January, 2016

S.O.205.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. Case no. 185/2011) of the Central Government Industrial Tribunal-cum-Labour Court No.II, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Kol Dam Hydroelectric Power Project & others and their workmen, which was received by the Central Government on 27/01/2016.

[No. I-42012/271/2010-IR(DU)]

P.K. VENUGOPAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH.

Present: Sri Kewal Krishan, Presiding Officer.

Case No.185/2011 Registered on 08.06.2011

Sh. Harbans Lal S/o Late Sh. Dhanna Singh, Vill. Khodal, Tehsil Fatehpur, Kangra .

...Applicant

Versus

1. The General Manager, M/S. NTPC Limited, Kol Dam Hydro Electric Power Project, Barmana, Tehsil Sadar, District Bilaspur, Himachal Pradesh.

2. The Project Manager, M/S. Italian Thai Development Public Company Ltd., Kol Dam Hydro Electric Power Project, Village Kyan, Post Office Slapper, Tehsil Sundar Nagar, District Mandi, Himachal Pradesh, through its Project Manager.

3. The Managing Director, M/S. U.R. Infrastructure Company Pvt. Limited, Kol Dam Hydro-Electric Power Project, Chhamb, Post Office Harnoda, Tehsil Sadar, District Bilaspur, Himachal Pradesh.

... Respondents

APPEARANCES

For the workman Sh. M.S. Gors, Adv.

For the Management Resp. No.1 and 3 Ex parte
Sh. H.R. Sharma for Resp.
No.2

AWARD

Passed on:-23.12.2015

Vide Order No.I-42012/271/2010-IR(DU), dated 06.05.2011 the Central Government in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Disputes Act, 1947 (in short Act) has referred the following industrial dispute for adjudication to this Tribunal.

“Whether retrenchment of services of Sh. Harbans Singh S/o Late Sh. Dhanna Singh w.e.f. 14.08.2008 by M/s. U.R. Infrastructure Company Private Limited, Chamb. Bilaspur, a sub contractor of M/s. Italian Thai Development Public Limited, a contractor of M/s. NTPC Limited without following the principal of ‘last come first go’ is legal and justified? What relief the workman is entitled to?”

In response to the notice, the workman Sh. Harbans Singh appeared and submitted statement of claim, pleading that respondent No.1 has been constructing a Dam in the name and style of “Kol Dam Hydro Electric Power Project” at Harnoda and engaged respondent No.2 as its main Contractor. Respondent No.2 has engaged respondent No.3 as Sub-Contractor who appointed the workman on 16.12.2004 and he worked till 14.08.2008 when his services were retrenched.

He has challenged the retrenchment on the ground that the persons junior to him were retained in service and the respondent-management has also made fresh appointments without calling him.

Respondent No.1 and 3 were proceeded against ex-parte.

Respondent No.2 has pleaded that the services of the workman were retrenched due to completion of work and he was paid the retrenchment compensation. No persons junior to the workman was retained in service and no fresh appointments were made after his retrenchment.

Parties were given opportunities to lead evidence.

In support of his case, workman Harbans Singh appeared in the witness-box and filed his affidavit supporting his case as set out in the claim petition.

On the other hand, Sh. Hem Raj Sharma appeared on behalf of respondent No.2 and stated that a sum of Rs.11,340/ was paid to the workman as compensation and retrenchment was made on completion of the work by following the principle of 'last come first go'.

There is no denial of the fact that the workman was engaged by respondent No.3 and his services were retrenched on 14.08.2008. It has come in the statement of Sh. Hem Raj Sharma that a compensation of Rs.11,340/ was paid to the workman. There is nothing on the file that the retrenchment effected was in violation of any law. The workman has challenged the retrenchment only on account of the fact that the persons junior to him were retained in service as well the respondent-management appointed new persons. But no cogent evidence has been led to prove the above said facts except the bare statement of workman, which cannot be relied upon without documentary evidence.

Thus, it cannot be said that the persons junior to the workman were retained in service and fresh appointments were made after the retrenchment of the workman.

Being so, it cannot be said that the retrenchment made is bad in law and the principle of 'last come first go' was not followed.

In result, the reference is answered holding that the action of the respondent-management in retrenching the services of the workman is legal and valid and the workman is not entitled to any relief.

KEWAL KRISHAN, Presiding Officer

नई दिल्ली, 27 जनवरी, 2016

का.आ.206.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यू.आर. दान्ने कंपनी प्राइवेट लिमिटेड और दूसरों के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एव श्रम न्यायालय. 2 चंडीगढ़ के पंचाट (संदर्भ I.D Case No. 142/2011) प्रकाशित करती है जो केन्द्रीय सरकार को 27/01/2016 को प्राप्त हुआ था।

[सं. एल.-42012/202/2010 आई. आर. (डीयू)]

पी.के.वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 27th January, 2016

S.O.206.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D Case No.142/2011) of the Central Government Industrial Tribunal-Cum-Labour Court No.II, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the U.R. Infrastructure Company Pvt. Ltd. & others and their workman, which was received by the Central Government on 27/01/2016.

[No. I.-42012/202/2010-IR(DU)]

P.K.VENUGOPAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH.

Present: SRI KEWAL KRISHAN,
Presiding Officer.

Case No.142/2011 Registered on 28.04.2011

Sh. Sunit Kumar S/o Sh. Chaman Lal, Village and PO
Maura, Tehsil Salooni, Chamba(HP) .

...Applicant

Versus

1. The Managing Director, M/S.U.R. Infrastructure Company Pvt. Limited, Kol Dam Hydro-Electric Power Project, Chhamb, Post Office Harnoda, Tehsil Sadar, District Bilaspur, Himachal Pradesh.
2. The Project Manager, M/S. Italian Thai Development Public Company Ltd., Kol Dam Hydro Electric Power Project, Village Kyan, Post Office Slapper, Tehsil Sundar Nagar, District Mandi, Himachal Pradesh, through its Project Manager.
3. The General Manager, M/S. NTPC Limited, Kol Dam Hydro Electric Power Project, Barmana, Tehsil Sadar, District Bilaspur, Himachal Pradesh.

...Respondents

APPEARANCES :

For the workman : Sh. M.S. Gors, Adv.

For the Management : Resp. No.1 and 3 Ex parte
Sh. H.R. Sharma for Resp.
No.2

AWARD

Passed on:-23.12.2015

Vide Order No.I.-42012/202/2010-IR(DU), dated 1.4.2011 the Central Government in exercise of the powers conferred by Clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (in short Act) has referred the following industrial dispute for adjudication to this Tribunal.

“Whether the action of the Management of M/s. U.R. Infrastructure Co. Pvt. Ltd. sub contractor of M/s. Italian Thai Development Public Ltd., a contractor of M/s. NTPC Ltd. in retrenchment of the services of Sh. Sunit Kumar S/o Sh. Chaman Lal w.e.f. 01.08.2008 without following the principle of 'Last come first go' is legal and justified? What relief the workman is entitled to?”

In response to the notice, the workman Sh. Sunit Kumar appeared and submitted statement of claim, pleading that respondent No. 3 has been constructing a Dam in the name and style of “Kol Dam Hydro Electric Power Project” at Harnoda and engaged respondent No. 2 as its main Contractor. Respondent No. 2 has engaged respondent No.1 as Sub-Contractor.

The workman was appointed through respondent No.1 on 29.09.2004 and he worked continuously till 01.08.2008 when his services were retrenched. He has challenged the retrenchment on the ground that persons junior to him were retained in service and the respondent-management has also appointed a large number of persons. That he be reinstated in service.

Respondent No.1 and 3 were proceeded against ex parte.

Respondent No. 2 pleaded that the workman was engaged by respondent No.1, but his services were retrenched on account of the completion of work after paying him retrenchment compensation which is legal and valid.

Parties were given opportunities to led their evidence.

The evidence of the workman was closed by order dated 29.10.2014.

Sh. Hem Raj Sharma appeared on behalf of respondent No. 2 and filed his affidavit.

I have heard Sh. M.S. Gorsl for the workman and Sh. Hem Raj Sharma for respondent No. 2.

There is no denial of the fact that the workman was engaged by respondent No.1 and his services were retrenched on 31.07.2008. It has come in the statement of Sh. Hem Raj Sharma that a compensation of Rs. 9075/- was paid to the workman. There is nothing on the file that the retrenchment effected was in violation of any law. The workman has challenged the retrenchment only on account of the fact that the persons junior to him were retained in service as well the respondent-management appointed new persons. But no evidence has been led to prove the above said facts and during the evidence, the workman himself did not appear in the witness-box to support his assertions.

Thus, it cannot be said that the persons junior to the workman were retained in service and fresh appointments were made after the retrenchment of the workman.

Being so, it cannot be said that the retrenchment made is bad in law and the principle of 'last come first go' was not followed.

In result, the reference is answered holding that the action of the respondent-management in retrenching the services of the workman is legal and valid and the workman is not entitled to any relief.

KEWAL KRISHAN, Presiding Officer

नई दिल्ली, 27 जनवरी, 2016

का.आ.207.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यू.आर. हावे कंपनी प्राइवेट लिमिटेड और दूसरों के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण एवं श्रम न्यायालय 2 चंडीगढ़ के पंचाट (संदर्भ I.D Case No. 169/2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 27/01/2016 को प्राप्त हुआ था।

[सं. एल.-42012/286/2010-आई. आर. (डीयू)]
पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 27th January, 2016

S.O.207.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D Case No.169/2011) of the Central Government Industrial Tribunal Cum Labour Court No. II, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the U.R. Infrastructure Company Pvt. Ltd. & others and their workman, which was received by the Central Government on 27/01/2016.

[No. I-42012/286/2010-IR(DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH.

Present: Sri Kewal Krishan, Presiding Officer.

Case No.169/2011, Registered on 24.05.2011

Sh. Ram Prakash S/o Late Sh. Bhagat Ram, Vill. Nog,
PO-Binola, Tehsil-Sadar, Bilaspur.

...Applicant

Versus

1. The Managing Director, M/S. U.R. Infrastructure Company Pvt. Limited, Kol Dam Hydro-Electric Power Project, Chhamb, Post Office Harnoda, Tehsil Sadar, District Bilaspur, Himachal Pradesh.
2. The Project Manager, M/S. Italian Thai Development Public Company Ltd., Kol Dam Hydro Electric Power Project, Village Kyan, Post Office Slapper, Tehsil Sunder Nagar, District Mandi, Himachal Pradesh, through its Project Manager.
3. The General Manager, M/S. NTPC Limited, Kol Dam Hydro Electric Power Project, Barmana, Tehsil Sadar, District Bilaspur, Himachal Pradesh.

...Respondents

AWARD

Passed on:-22.12.2015

Vide Order No.I-42012/286/2010-IR(DU), dated 27.04.2011 the Central Government in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Disputes Act, 1947 (in short Act) has referred the following industrial dispute for adjudication to this Tribunal.

"Whether retrenchment of services of Sh. Ram Prakash S/o Late Sh. Bhagat Ram w.e.f. 14.8.2008 by the Management of M/s. U.R. Infrastructure Company Private Limited, Village

Chamb, District Bilaspur a sub contractor of M/s. Italian Thai Development Public Limited a contractor of M/s. NTPC Limited without following the principal of 'last come first go' is legal and justified? What relief the workman is entitled to from the above employer?"

In response to the notice, the workman Sh. Ram Parkash appeared and submitted statement of claim, pleading that respondent No. 3 is the principal employer who has been constructing a Dam in the name and style of "Kol Dam Hydro Electric Power Project" at Harnoda and engaged respondent No. 2 as its main Contractor. Respondent No. 2 has engaged respondent No.1 as Sub-Contractor who appointed the workman on 7.12.2004 and he worked there till 14.8.2008 when his services were retrenched.

He has challenged the retrenchment on the ground that persons junior to him were retained in service and the respondent-management has also appointed a large number of persons. That he be reinstated in service.

Respondent No.1 and 3 were proceeded against ex parte.

Respondent No. 2 pleaded that the workman was engaged by respondent No.1, but his services were retrenched on account of the completion of work after paying him retrenchment compensation which is legal and valid.

Parties were given opportunities to led their evidence.

In support of his case, workman Ram Parkash appeared in the witness-box and filed his affidavit supporting his case as set out in the claim petition.

Sh. Hem Raj Sharma appeared on behalf of respondent No. 2 and filed his affidavit.

I have heard Sh. M.S. Gorsl for the workman and Sh. Hem Raj Sharma for respondent No. 2.

There is no denial of the fact that the workman was engaged by respondent No.1 and his services were retrenched on 14.08.2008. It has come in the statement of Sh. Hem Raj Sharma that a compensation of Rs.9075/- was paid to the workman. There is nothing on the file that the retrenchment affected was in violation of any law. The workman has challenged the retrenchment only on account of the fact that the persons junior to him were retained in service as well the respondent-management appointed new persons. But no cogent evidence has been led to prove the above said facts except the bare statement of the workman which cannot be relied upon without documentary evidence.

Thus, it cannot be said that the persons junior to the workman were retained in service and fresh appointments were made after the retrenchment of the workman.

Being so, it cannot be said that the retrenchment made is bad in law and the principle of 'last come first go' was not followed.

In result, the reference is answered holding that the action of the respondent-management in retrenching the services of the workman is legal and valid and the workman is not entitled to any relief.

The reference is answered accordingly holding the termination of the services of the workman is legal and valid and workman is not entitled to any relief.

KEWAL KRISHAN, Presiding Officer

नई दिल्ली, 27 जनवरी, 2016

का.आ. 208—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार डाक विभाग के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकार के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय 2 चंडीगढ़ के पंचाट (संदर्भ I.D Case No.LCA No. 149/2006) प्रकाशित करती है जो केन्द्रीय सरकार को 27/01/2016 को प्राप्त हुआ था।

[सं. एल-42025/03/2016-आई. आर. (डीयू)]
पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 27th January, 2016

S.O.208.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D Case LCA No. 149/2006) of the Central Government Industrial Tribunal Cum Labour Court No. II, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Department of Posts and their workman, which was received by the Central Government on 27/01/2016.

[No. I-42025/03/2016-IR(DU)]

P.K.VENUGOPAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH.

**PRESENT: SRI KEWAL KRISHAN, PRESIDING
OFFICER.**

Case No. I.CA No.149/2006

Registered on 15.2.2006

Sh. Harpal Singh, Wireman in the Head Post Office,
Rohtak-124001, Haryana,

Through Sh. R.P. Mehra, Advocate. ...Petitioner

Versus

1. The Secretary Deptt. of Posts, Dak Bhawan, New Delhi-110001.
2. The Director Postal Services, Haryana Circle, Ambala.

3. The Senior Superintendent of Post Offices, Karnal Division, Karnal.

...Respondents

APPEARANCES

For the workman Sh. R.P. Mehra, Adv.

For the Management Sh. Sanjeev Sharma, Adv.

AWARD

Passed on:-22.12.2015

Sh. Harpal Singh, workman has filed this claim application under Section 33(C)(2) of the Industrial Disputes Act, 1947 (hereinafter called the 'Act'), pleading that he was appointed as a Wireman in the Head Post Office, Rohtak, on 15.4.1982 and he was given a status of Quasi Permanency, vide order dated 26.8.1986 (Annexure A-2) with effect from 15.4.1985. He has pleaded that the department of Post and Telegram was bifurcated and technicians were given better pay-scales. The pay-scale of applicant was also changed to Rs. 950-1500 instead of 825-1200. That the government has also issued a communication dated 14.8.1998 in this respect, but respondent No. 3 did not release the pay-scale.

It is further pleaded that he is entitled to pay-scale of Rs. 3050-4590 and 4000-6000 being first ACP. He has claimed the amount of Rs. 1.36.927/-

Respondent-management filed written reply pleading that the applicant was wrongly given pay-scale of Rs. 950-1500 w.e.f. 1.1.1986 and later on, the arrears were recovered from him. That the pay-scale of Rs. 2750-4400 was given to the workman w.e.f. 9.8.1999 on introduction of AC Scheme and was further given pay-scale of 3050-4590 vide letter dated 12.7.2006. That no amount is due.

I have heard Sh. R.P. Mehra for the workman and Sh. Sanjeev Sharma for the management.

It may be added that workman is claiming pay-scale of Rs. 950-1500 w.e.f. 1.1.1986. The service of the workman with the respondent-management is not deputed. The Government has given scale to the Wireman as per Recruitment Rules prepared by the department of Telecom vide its letter No. 7-3/80-CSE as fined mentioned in Annexure A-5, dated 14.8.1999. In pursuance of the said letter, one Bhagwan Das, Wireman, was given the scale of Rs. 950-1500 w.e.f. 1.1.1986 as is clear from letter dated 18.8.1996 (Annexure A-6). The workman was also discharging the functions of a Wireman on 1.1.1986 and as per the above said letter, he was also entitled to the scale of Rs. 950-1500 from 1.1.1985. Even the respondent-management has given him the scale as pleaded in the written statement. But it has withdrawn the scale without given any reason. Therefore, it is held that the workman is entitled to the scale or Rs. 950-1500 w.e.f. 1.1.1986.

The workman is claiming scale of Rs. 3050-4590 and further pay-scale of Rs. 4000-6000 being the first

ACP. But the Government has issued a letter dated 12.7.2006 and clarified the matter vide its letter dated 14.7.2006 (Annexure R-2) mentioning therein that the entry of Wireman is 2650-4000 and next promotion is 3050-4590 after 12 years of service on grant of the ACP Scheme. Thus, the workman was entitled to the grant of Rs. 2650-4000 on entry and the next promotion in the pay-scale of Rs. 3050-4590 on account of the ACP Scheme and these scales have been given to him by the respondent-management as pleaded in the written statement. Therefore, the workman is not entitled to the scale of Rs. 3050-4590 or any arrears of pay on account of implementation of the ACP Scheme.

In result, it is held that the workman is entitled the pay scale of Rs. 950-1500 w.e.f. 1.1.1986 and the amount calculated be paid to him within 6 months failing which the workman is entitled to interest @ 6% per annum on the due amount from today till realization.

KEWAL KRISHAN, Presiding Officer

नई दिल्ली, 27 जनवरी, 2016

का.आ.209.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार हेड पोस्ट कार्यालय रोहतक के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकार के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एव श्रम न्यायालय नं. 2 चंडीगढ़ के पंचाट (संदर्भ I.D Case No. LCA No.161/2006) को प्रकाशित करती है जो केन्द्रीय सरकार को 27/01/2016 को प्राप्त हुआ था।

[सं. एल.-42025/03/2016-आई. आर. (डीयू)]
पी.के.वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 27th January, 2016

S.O. 209.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D Case LCA No.161/2006) of the Central Government Industrial Tribunal Cum Labour Court No.II, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the of Head Post Office, Rohtak and their workman, which was received by the Central Government on 27/01/2016.

[No.L-42025/03/2016-IR(DU)]

P.K.VENUGOPAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH.

**PRESENT: SRI KEWAL KRISHAN, PRESIDING
OFFICER.**

Case No. LCA No. 161/2006

Registered on 25.4.2006

Sh. Ramesh Kumar Bhardwaj, Postman in the Head Post Office, Rohtak-124001, Haryana through

Sh. R.P. Mehra, Advocate.

...Petitioner

Versus

1. The Senior Post Master Head Post Office, Rohtak-124001.
2. Senior Superintendent of Post Offices, Rohtak Division, Rohtak-124001.
3. The Chief Post Master General, Haryana Circle, Ambala.

...Respondents

APPEARANCES :

For the workman Sh. R.P. Mehra, Adv.

For the Management Sh. Sanjiv Sharma, Adv.

AWARD

Passed on:-15.12.2015

Sh. Ramesh Kumar, workman has filed this application under Section 33(C)(2) of the Industrial Disputes Act, 1947 (hereinafter called the 'Act'), pleading that he was appointed as Extra Departmental Branch Post Master from 10.5.1976 to 24/25.11.1999. He was appointed and promoted as Postman in the Head Post Office, Rohtak, on 24/25.11.1999. That the workman rendered service of 23 years 6 months and 15 days as E.D.S. and on his appointment as Postman, his previous service came to an end and he is deemed to have retired from the previous assignment. Being retired as Extra Departmental Branch, Post Master, he is entitled to gratuity under the payment of Gratuity Act 1972. He is entitled to gratuity for 24 years as per the provisions of the said Act. He has claimed Rs. 32192/ as gratuity and Rs. 23172/ as interest thereon.

Respondent-management filed written statement admitting that the workman worked as Extra Departmental Branch Post Master for the period and later on, was promoted and absorbed on regular basis against a departmental post. That the workman has not retired from the service and he is not entitled to any benefit by way of gratuity. Further objection that respondent-management is not an industry and claim being barred under the payment of Gratuity Act, the present application is not maintainable, was also taken.

Parties were given opportunities to lead its evidence.

In support of his case, Ramesh Kumar, workman appeared in the witness-box and filed his affidavit.

On the other hand, Sh. M.S. Panchal was examined by the respondent-management.

I have heard Sh. R.P. Mehra for the workman and Sh. Sanjeev Sharma for the management and perused the file.

It may be added at the outset that the workman was working as Extra Departmental Branch Postmaster and he worked from 10.5.1976 to 24/25.11.1999 when he was appointed as Postman in the Head Post Office. There is no denial of the fact, as pleaded by the

respondent-management, that he was absorbed on regular basis against a departmental post. Thus, it cannot be said that he retired or his services were terminated when he was promoted and absorbed on regular basis as Postman.

Extra Departmental agents are entitled to Gratuity only when their services were terminated. But, in the present case, the services of the workman were not terminated, but he was absorbed on regular basis and therefore, he is not entitled to any amount by way of Gratuity.

It may be added that the workman has claimed gratuity under the Payment of Gratuity Act, 1972, as pleaded in Para 4 and 5 of the claim petition and when it is so, the present application under Section 33(c)(2) of the Act is also not maintainable.

Let hard and soft copy of the award be sent to the Central Government for information, as required under Section 33(4) of the Act.

KEWAL KRISHAN, Presiding Officer

नई दिल्ली, 27 जनवरी, 2016

का.आ. 210.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पोस्ट ऑफिस, करनाल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकार के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, 2 चंडीगढ़ के पंचाट (संदर्भ I.D Case No. LCA No.306/2013) प्रकाशित करती है जो केन्द्रीय सरकार को 27/01/2016 को प्राप्त हुआ था।

[सं. एल-42025/03/2016-आई. आर. (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 27th January, 2016

S.O. 210.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D Case No. LCA No. 306/2013) of the Central Government Industrial Tribunal Cum Labour Court No. II, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Post Office, Karnal and their workman, which was received by the Central Government on 27/01/2016.

[No. L-42025/03/2016-IR(DU)]

P.K.VENUGOPAL, Desk Officer

ANNEXURE

**IN THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT-II, CHANDIGARH.**

**PRESENT: SRI KEWAL KRISHAN, PRESIDING
OFFICER.**

CASE NO. LCA NO. 306/2013

Registered on 13.3.2014

Sh. Kehar Singh S/o Sh. Shri Ram, Residence of House No.185, Street No. 2, Noorwala Panipat.

...Petitioner

Versus

1. The Senior Superintendent of Post Offices, Karnal Division, Karnal.
2. The Chief Post Master General, Haryana Circle, Ambala.

...Respondents

APPEARANCES

For the workman Sh. R.P. Mehra, Adv.

For the Management Sh. Sanjiv Sharma, Adv.

AWARD

Passed on:-15.12.2015

Sh. Kehar Singh, workman has filed this application under Section 33(C)(2) of the Industrial Disputes Act, 1947 (hereinafter called the 'Act'), pleading that he was appointed as Postal Assistant and retired from service in 2005. He adopted Small Family Norms prior to 1986 and was given increment. That the increment is to be increased on account of the revision of pay scale. That he is entitled to arrears of pay along with interest.

Respondent-management filed written reply, pleading that the workman was granted Special Increment w.e.f. 23.3.1982 @ 8%, from 1.1.1986 @ 25% and Rs.100/- w.e.f. 1.1.1996 to 30.6.2005 on account of the increase of pay and no amount is due.

In support of his case, the workman Kehar Singh appeared in the witness-box and filed his affidavit.

Management did not lead any evidence.

I have heard Sh. R.P. Mehra for the workman and Sh. Sanjiv Sharma for the management.

As per Swamy's-FR&SR, Part-I, the incentives were provided from Small Family Norms and Rule 3 relating to allowances read as follow:-

"3. Allowance to be sanctioned by the Head of Office would be equal to the amount the lowest rate of increment in the scale of pay applicable at the time of undergoing the operation and will remain fixed in the entire service. If both husband and wife are Central Government employees, the allowance may, at their choice, be drawn by any one of them."

Thus, lowest rate of increment in the scale of pay was to be given as incentive for Small Family Norms and it is to remain fixed and is to be revised only on the revision of pay.

It is the case of the respondent-management that the workman was given incentive @ 8% w.e.f. 23.3.1982, @ 25% w.e.f. 1.1.1986 and was given incentive of Rs.100/- w.e.f. 1.1.1996 to 30.6.2005.

It is clear that on the basis of pay w.e.f. 1.1.1996, the special pay was increased to Rs. 100/-. The applicant did not mention in the application at which rate he claims his increment. But while filing affidavit,

he mentioned the increment as Rs.150/-, which is not supported by any document. The workman retired in the year 2005 and he filed the present application only in the year 2014, which probalises the case of the respondent-management that he was given due incentives for a Small Family Norms from time to time as per the law and he is not entitled to any additional amount as claimed by him.

In result, there is no merit in the application and the same is dismissed.

Let hard and soft copy of the award be sent to the Central Government for information and further necessary action under Section 33(4) of the Act.

KEWAL KRISHAN, Presiding Officer

नई दिल्ली, 27 जनवरी, 2016

का. आ.211.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में केन्द्रीय सरकार मेसर्स ओ.एन.जी.सी. लिमिटेड और दूसरों के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद पंचाट (संदर्भ संख्या 1362/2004) प्रकाशित करती है जो केन्द्रीय सरकार को 27/01/2016 को प्राप्त हुआ था।

[सं. एल-30011/28/2001-आई आर (एम)]

नवीन कपूर, अवर सचिव

New Delhi, the 27th January, 2016

S.O. 211 .—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1362/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. O.N.G.C. Ltd. and others and their workman, which was received by the Central Government on 27/01/2016.

[No. I-30011/28/2001-IR(M)]

NAVEEN KAPOOR, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD**

Present : Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad.

Dated 10th December, 2015

Reference: (CGITA) No.1362 /2004

Reference:(ITC) No. 16/2001

1. The Group General Manager (P),
O.N.G.C. Ltd., Hazira Project,
P.O. Bhatpore, Surat (Gujarat)-394518
2. M/s. Sagar Construction,
301, Avenue Park, City Light Society,
Opp. Agriculture Farm,
Surat (Gujarat)-395007

3. M/s. Supreme Creative Pvt. Ltd.,
GIDC Phase- I, Opp. Jain Temple, Highway,
Mehsana (Gujarat).....First Party

Vs.

Their Workmen.

C/o. Gujarat Working Class Union.

The General Secretary.

A-772. 'Anand Ganga' Kasak .

BharuchSecond Party

For the First Party : Sh. Kamleshbabu
Pravinchandra Joshi,
Advocate

For the Second Party :

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30011/28/2001/IR(M) dated 20.03.2001 referred the dispute for adjudication to the Industrial Tribunal, Surat (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

"Whether the demand of the union to absorb/regularise the services of Shri Laxman Baburao Marathe & 24 others as per list enclosed as permanent and direct employees of ONGC Ltd., with time scale of pay of their category of work equivalent to their similar placed regular employees of ONGC Ltd., by declaring the contract as 'sham contract' is fair and justified? If so, to what relief the concerned workmen are entitled?"

2. This reference dates back on 20.03.2001 and was registered in Tribunal on 22.04.2002. Both the parties were served. Second party filed the statement of claim (Ext. 2) First party also filed the Written statement. Second party was given dozens of opportunity to lead evidence but to no avail. Second party failed to give any evidence.

3. It is old reference. Therefore, in the circumstances of the case Tribunal has no option to dismiss the reference in default of the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 27 जनवरी, 2016

का.आ. 212.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स एसोसियेटेड स्टोन इण्डस्ट्रीज (कोटा) लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्विष्ट औद्योगिक विवाद में औद्योगिक न्यायाधिकरण एवं श्रम न्यायालय, कोटा के पंचाट (संदर्भ संख्या 1/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 25/01/2016 को प्राप्त हुआ था।

[सं. एल-29012/47/2013-आईआर(एम)]

नवीन कपूर, अवर सचिव

New Delhi, the 27th January, 2016

S.O. 212.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1/2014) of the Industrial Tribunal/Labour Court, Kota now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Associated Stone Industries (Kota) Ltd. and their workman, which was received by the Central Government on 25/01/2016.

[No. L-29012/47/2013-IR(M)]

NAVEEN KAPOOR, Under Secy.

अनुबंध

न्यायाधीश, औद्योगिक न्यायाधिकरण (केन्द्रीय) कोटा, (राज.)

पीठासीन अधिकारी— श्रीमती अनिता शर्मा, आर.एच.जे.एस.

निर्देश प्रकरण क्रमांक:औ.न्या.(केन्द्रीय)—1/2014

दिनांक स्थापित: 5/3/14

प्रसंग: भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश

क्र. एल-29012/47/2013-आईआर(एम) दिनांक

17/12/2013

निर्देश/विवाद अन्तर्गत धारा 10(1)(घ) औद्योगिक विवाद अधिनियम, 1947

मध्य

बालू सिंह पुत्र खुमान सिंह द्वारा जनरल सेक्रेटरी, हिन्द मजदूर सभा, बंगाली कोलोनी, छावनी, कोटा।

—प्रार्थी श्रमिक

एवं

प्रसीडेंट, एसोसियेटेड स्टोन इण्डस्ट्रीज(कोटा) लि., रामगंजमण्डी, कोटा।

—अप्रार्थी नियोजक

उपस्थित

प्रार्थी श्रमिक की ओर से प्रतिनिधि :—श्री एन.के.तिवारी

अप्रार्थी नियोजक की ओर से प्रतिनिधि :—श्री वी.के.जैन

अधिनिर्णय दिनांक: 2/12/14

अधिनिर्णय

भारत सरकार, श्रम मंत्रालय, नई दिल्ली के प्रासांगिक आदेश दिनांक 17/12/2013 के जरिये निम्न निर्देश विवाद, औद्योगिक विवाद अधिनियम, 1947 (जिसे तदुपरान्त "अधिनियम" से सम्बोधित किया जावेगा) की धारा 10(1)(घ) व उपधारा (2ए) के अन्तर्गत इस न्यायाधिकरण को अधिनिर्णयार्थ सम्प्रेषित किया गया है:—

"Whether the action of the management of Associated Stone Industries (Kota) Limited, Ramganj Mandi, Kota in terminating the services of Shri Balu Singh S/o Shri Khuman Singh vide letter dated 20.7.2010, is legal and justified? What relief the workman is entitled to and from which date?"

2—निर्देश/विवाद, न्यायाधिकरण में प्राप्त होने पर पजीबद्ध उपरान्त पक्षकारों को सूचना/नोटिस जारी कर विधिवत अवगत करवाया गया।

3-प्रार्थी श्रमिक की ओर से न्यायाधिकरण में प्रस्तुत अपने क्लेम स्टेटमेंट में यह व्यक्त किया गया है कि प्रार्थी को अप्रार्थी द्वारा दिनांक 2/4/84 के पत्र द्वारा चौकीदार के पद पर सेवा में नियोजित किया गया था। प्रार्थी श्रमिक का अप्रार्थी नियोजक के यहाँ सेवाकाल संतोषजनक रहा है। दि. 6/6/10 को अप्रार्थी नियोजक ने प्रार्थी श्रमिक का स्थानान्तरण एएसआई लेबर कोलोनी से बम्बई कार्यालय में कर दिया, इस सम्बन्ध में कोई स्थानान्तरण आदेश प्रार्थी श्रमिक को प्राप्त नहीं हुआ। दि. 24/6/10 को एक संशोधित दुराचरण सम्बन्धी आरोप-पत्र श्रमिक को जारी करना बताया जिसकी जेरोक्स प्रति परिशिष्ट-1 है जिसमें दि. 11/6/10 के स्थानान्तरण पत्र का उल्लेख है। प्रार्थी श्रमिक को नियोजक ने ऐसा कभी कोई पत्र नहीं दिया, समस्त कार्यवाही बदले की भावना से की है, आरोप-पत्र झूठे तथ्यों पर आधारित है। प्रार्थी श्रमिक ने दिनांक 24/6/10 के संशोधित आरोप-पत्र का उत्तर दिनांक 7/7/10 को प्रस्तुत किया जिसमें श्रमिक ने स्थानान्तरण आदेश नहीं लेने आदि के सम्बन्ध में मगगदन्त द्वेषतापूर्ण होने की बात लिखी है। अप्रार्थी नियोजक ने श्रमिक द्वारा अपनी धर्मपत्नी की बीमारी के सम्बन्ध में जो स्पष्टीकरण दिया था, उसे संतोषजनक नहीं माना गया। मामले में अप्रार्थी नियोजक द्वारा जॉय अधिकारी नियुक्त किया गया जिसके द्वारा नियोजक का पक्ष लेकर जॉय में नैसर्गिक न्याय सिद्धांतों की अवहेलना करते हुए जॉय सम्पन्न की गयी। जॉय समाप्त होने के पश्चात नियोजक ने श्रमिक को जॉय प्रतिवेदन भी नहीं दिया व ना ही किसी प्रकार का कारण बताओ नोटिस दिया व श्रमिक को दुर्भावनावाहक बदले की भावना से दि. 20/7/10 के पत्र द्वारा सेवा से पृथक किये जाने का दण्ड दे दिया गया। परिणामतः प्रार्थी श्रमिक ने क्लेम स्टेटमेंट के माध्यम से अप्रार्थी नियोजक के यहाँ पिछले सम्पूर्ण वेतन व सेवा लाभों सहित पुनः सेवा में बहाल किये जाने के अनुरोध दिलाये जाने की प्रार्थना की।

4-अप्रार्थी नियोजक के न्यायाधिकरण में उपस्थित उपरान्त यह प्रकरण दिनांक 29/4/15 के लिए अप्रार्थी नियोजक की ओर से जवाब पेश किये जाने हेतु नियत किया गया था, परन्तु उससे पूर्व ही आज दिनांक 2/12/14 को दोनों पक्षों ने न्यायाधिकरण में उपस्थित होकर "लोक अदालत" की भावना से प्रेरित होकर एक राजीनामा प्रस्तुत किया जिसकी सुसंगत इबारत निम्नानुसार है:-

"प्रतिपक्षी ने प्रार्थी को पुनः सेवामें बहाल करना स्वीकार कर लिया है। प्रार्थी श्रमिक अपनी सेवामुक्ति दिनांक 20/7/2010 से पुनः सेवा में बहाली की दिनांक तक का कोई वेतन प्राप्त करने का अधिकारी नहीं होगा। प्रार्थी की सेवायें निरन्तरता से मानी जावेगी। प्रार्थी बीच की सेवा अवधि का अन्य कोई लाभ प्राप्त करने का अधिकारी नहीं होगा। प्रार्थी 15 दिवस के अन्दर प्रतिपक्षी के सुरक्षा विभाग में अपनी ड्यूटी पर उपस्थित होगा।"

5-उपरोक्त राजीनामे के अनुसार लम्बित प्रकरण में पक्षकाराना आगामी कोई कार्यवाही नहीं चाहते हैं तथा उनके द्वारा प्रस्तुतशुदा राजीनामे के अनुसार प्रकरण अन्तिम रूप से निस्तारित किये जाने की प्रार्थना की गयी।

6-उपरोक्त राजीनामे की इबारत दोनों पक्षों को पढ़कर सुनायी, समझायी गयी तो उन्होंने स्वेच्छा से राजीनामा करना व राजीनामा के तथ्यों को सही होना स्वीकार किया। तदुपरान्त प्रस्तुतशुदा राजीनामा तस्दीक किया गया। इस प्रकार दोनों पक्षों के मध्य राजीनामा होने व प्रार्थी पक्ष द्वारा प्रकरण में कोई कार्यवाही नहीं चाहने से प्रकरण में अब कोई कार्यवाही शेष नहीं रहने से प्रकरण विवाद रहित हो जाता है एवं इसी अनुरूप उत्तरित होने योग्य है।

परिणामस्वरूप भारत सरकार, श्रम मंत्रालय, नई दिल्ली के प्रासांगिक आदेश दिनांक 17/12/2013 के जरिये सम्प्रेषित निर्देश/विवाद को अधिनिर्णित कर इसी अनुरूप उत्तरित किया जाता

है कि इस प्रकरण में पक्षकारों के मध्य "लोक अदालत" की भावना से प्रेरित होकर राजीनामा हो जाने से मामला विवाद रहित हो जाता है।

श्रीमती अनिता शर्मा, न्यायाधीश

नई दिल्ली, 27 जनवरी, 2016

का.आ. 213.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स कांडला पोर्ट ट्रस्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद पंचाट (संदर्भ संख्या 1133/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 27/01/2016 को प्राप्त हुआ था।

[सं. एल -37011/4/1997-IR(M)]

नवीन कपूर, अवर सचिव

New Delhi, the 27th January, 2016

S.O. 213.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1133/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Kandla Port Trust Ltd. and others and their workman, which was received by the Central Government on 27/01/2016.

[No. L- 37011/14/1997-IR(M)]

NAVEEN KAPOOR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, AHMEDABAD

Present : Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad.

Dated 10th December, 2015

Reference: (CGITA) No.1133/2004

Reference:(ITC) No. 40/1998

Kandla Port Trust
Chairman, Administrative Office,
P.B. No. 50, Gandhidham (Kutch),
Gandhidham -370201.....First Party
Vs.

Their Workmen,
Through The Secretary,
Kandla Port Pilots Association,
B-3,

Gopalpuri,
Gandhidham-370201Second Party
For the First Party : Sh. S.B. Gogia Associates,
Advocates
For the Second Party : Sh. Rakesh K. Singhal,
Advocate

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-37011/4/97/IR(M), dated 08.06.1998 referred the dispute for adjudication to the Industrial Tribunal.

Rajkot (Gujarat) in respect of the matter specified in the Schedule:

Ahmedabad,

Dated 23rd December, 2015

Reference: (CGITA) No-1332/2004

Reference: (CGITA) No-53/2000

SCHEDULE

“Whether the demands of the Kandla Port Pilots Association, Goplapuri, Gandhidham (Kutch) against the management of Kandla Port Trust, Gandhidham pertaining to the prerequisite for undertaking Night Navigation in Kandla Port as enlisted in Annexure ‘A’ just, valid and Legal? If so, what benefits the pilots are entitled and what directions are necessary in the matter?”

2. The reference dates back to 08.06.1998 and was registered on 01.09.1998 in the Tribunal. Both the parties were served. On behalf of the first party, Kandla Port Trust filed his vakalatnama (Ext.3). Second party filed statement of claim (Ext.2). First party filed written statement (Ext.7) on 27.03.2001.
3. Despite giving dozens of opportunities to the second party to lead evidence, no evidence was given by the second party.
4. This is an old reference and second party appears to have not been willing to lead evidence, therefore, the Tribunal has no option but to dismiss the reference in default of the second party.

Reference is dismissed in default of the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 27 जनवरी, 2016

का.आ. 214.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स ओ.एन.जी.सी. लिमिटेड और दूसरे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद पंचाट (संदर्भ संख्या 1332/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 27/01/2016 को प्राप्त हुआ था।

[सं. एल -30012/118/2000-आई आर (एम)]

नवीन कपूर, अवर सचिव

New Delhi, the 27th January, 2016

S.O. 214.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1332/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. O.N.G.C. Ltd. and other and their workman, which was received by the Central Government on 27/01/2016.

[No. L-30012/118/2000-IR(M)]

NAVEEN KAPOOR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present: Pramod Kumar Chaturvedi,

Presiding Officer, CGIT cum Labour Court,

1. The Group General Manager (P)
ONGC Ltd.
P.O. Bhatpore, Surat (Gujarat)-394518
2. The Surat Electricity Co. Ltd.,
Contract Division,
403, 404, Ruchita, Athugar Street,
Nanpura, Surat (Gujarat)First Party

Vs.

Their Workman,
Sh. Harshadbhai Govindbhai Patel,
At. Bhatpore, Taluka Choriyasi,
Dist: Surat (GUJARAT) 394510Second Party
For the First Party :
For the Second Party :

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30012/118/2000-IR(M), dated 22.08.2000 referred the dispute for adjudication to the Industrial Tribunal, Surat (Gujarat) in respect of the matter specified in the Schedule:

THE SCHEDULE

“Whether the contract between the management of ONGC Ltd., Hazira Project, Surat & the Contractor, The Surat Electricity Co. Ltd. Contract Div., Surat in respect of the contractual workman Sh. Sh. Harshadbhai Govindbhai Patel is sham & bogus contract?”

“Whether the demand of the workman Sh. Sh. Harshadbhai Govindbhai Patel for treating/declaring him as direct and regular/permanent employee of ONGC Ltd., Hazira Project from either the date of his initial engagement with the contractor or from the date of Notification issued by Govt. of India, prohibiting his alleged employment/work through the contract system is legal, proper and justified? If so, to what relief Sh. Harshadbhai Govindbhai Patel is entitled to and from which date and what other directions are necessary in the matter?”

1. This reference dates back to 22.08.2000. Second party filed their statement of claim and first party also filed written statement but neither of the parties has been responding since 06.01.2012. The case was fixed for evidence of the second party but despite giving dozen of opportunities, but neither of the parties came forward to lead their evidence. Thus it appears that both the parties have no inclination or willingness to proceed with the reference. Thus, the Tribunal has no option but to dismiss the reference in default of the both the parties.

The reference is dismissed in default of the both the parties

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 27 जनवरी, 2016

का.आ. 215.—औद्योगिक विवाद अधिनियम, 1947 (1947 का

14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स ओ.एन.जी.सी. लिमिटेड और दूसरों के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद पंचाट (संदर्भ संख्या 1331/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 27/01/2016 को प्राप्त हुआ था।

[सं. एल-30012/120/2000-IR(M)]

नवीन कपूर, अवर सचिव

New Delhi, the 27th January, 2016

S.O. 215.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1331/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. O.N.G.C. Ltd. and others and their workman, which was received by the Central Government on 27/01/2016.

[No. L-30012/120/2000-IR(M)]
NAVEEN KAPOOR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, AHMEDABAD

Present Pramod Kumar Chaturvedi,
Presiding Officer, CGIT cum Labour Court,
Ahmedabad.

Dated 23rd December, 2015

Reference: (CGITA) No-1331/2004

Reference: (CGITA) No-51/2000

1. The Group General Manager (P)
ONGC Ltd.
P.O. Bhatpore.
Surat (Gujarat)-394518
2. The Surat Electricity Co. Ltd.,
Contract Division,
403, 404, Ruchita, Athugar Street,
Nanpura,
Surat (Gujarat)First Party
Vs.
Their Workman,
Sh. Zaverbhai Fakirbhai Patel,
At. Bhatpore, Taluka Choriyasi,
Dist: Surat (Gujarat) 394510

.....Second Party

For the First Party :

For the Second Party :

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L.-30012/120/2000-IR(M) dated 22.08.2000 referred the dispute for adjudication to the Industrial Tribunal, Surat

(Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the contract between the management of ONGC Ltd., Hazira Project, Surat & the Contractor, The Surat Electricity Co. Ltd. Contract Div., Surat in respect of the contractual workman Sh. Zavebhai Fakirbhai Patel is sham & bogus contract?”

“Whether the demand of the workman Sh. Zavebhai Fakirbhai Patel for treating/declaring him as direct and regular/permanent employee of ONGC Ltd., Hazira Project from either the date of his initial engagement with the contractor or from the date of Notification issued by Govt. of India, prohibiting his alleged employment/work through the contract system is legal, proper and justified? If so, to what relief Sh Zaverbhai Fakirbhai Patel is entitled to and from which date and what other directions are necessary in the matter?”

2. This reference dates back to 22.08.2000. Second party filed their statement of claim and first party also filed written statement but neither of the parties has been responding since 06.01.2012. The case was fixed for evidence of the second party but despite giving dozen of opportunities, but neither of the parties came forward to lead their evidence. Thus it appears that both the parties have no inclination or willingness to proceed with the reference. Thus, the Tribunal has no option but to dismiss the reference in default of the both the parties.

The reference is dismissed in default of the both the parties.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 27 जनवरी, 2016

का.आ. 216.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स ओ.एन.जी.सी. लिमिटेड और दूसरे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद पंचाट (संदर्भ संख्या 1333/2004) प्रकाशित करती है जो केन्द्रीय सरकार को 27/01/2016 को प्राप्त हुआ था।

[सं. एल -30012/116/2000-आईआर (एम)]

नवीन कपूर, अवर सचिव

New Delhi, the 27th January, 2016

S.O. 216.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1333/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the

employers in relation to the management of M/s. O.N.G.C. Ltd. and other and their workman, which was received by the Central Government on 27/01/2016.

[No. L-30012/116/2000-IR(M)]
NAVEEN KAPOOR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, AHMEDABAD

Present : Pramod Kumar Chaturvedi,
Presiding Officer, CGIT cum Labour Court,
Ahmedabad.

Dated 23rd December, 2015

Reference: (CGITA) No-1333/2004

Reference: (CGITA) No-55/2000

1. The Group General Manager (P)
ONGC Ltd.
P.O. Bhatpore,
Surat (Gujarat)-394518
 2. The Surat Electricity Co. Ltd.,
Contract Division,
403, 404, Ruchita, Athugar Street,
Nanpura,
Surat (Gujarat)First Party
- Vs.

Their Workman,
Sh. Vipul P. Parekh
At. Bhatpore, Taluka Choriyasi,
Dist: Surat (Gujarat) 394510Second Party

For the First Party :
For the Second Party :

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30012/116/2000-IR(M) dated 22.08.2000 referred the dispute for adjudication to the Industrial Tribunal, Surat (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the contract between the management of ONGC Ltd., Hazira Project, Surat & the Contractor, The Surat Electricity Co. Ltd. Contract Div., Surat in respect of the contractual workman Sh. Vipul P. Parekh is sham & bogus contract?”

“Whether the demand of the workman Sh. Vipul P. Parekh for treating/declaring him as direct and regular/permanent employee of ONGC Ltd., Hazira Project from either the date of his initial engagement with the contractor or from the date of Notification issued by Govt. of India, prohibiting his alleged employment/work through the contract system is legal, proper and justified? If so, to what relief Sh. Vipul P. Parekh is entitled to and from which date and what other directions are necessary in the matter?”

3. This reference dates back to 22.08.2000. Second party filed their statement of claim and first party also filed written statement but neither of the parties has been responding since 06.01.2012. The case was fixed for evidence of the second party but despite giving dozen of opportunities, but neither of the parties came forward to lead their evidence. Thus it appears that both the parties have no inclination or willingness to proceed with the reference. Thus, the Tribunal has no option but to dismiss the reference in default of the both the parties.

The reference is dismissed in default of the both the parties.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 27 जनवरी, 2016

का.आ. 217.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स ओ.एन.जी.सी. लिमिटेड और दूसरों के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद पंचाट (संदर्भ संख्या 771/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 27/01/2016 को प्राप्त हुआ था।

[सं. एल-30012/90/2001-आईआर (एम)]
नवीन कपूर, अवर सचिव

New Delhi, the 27th January, 2016

S.O. 217.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 771/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. O.N.G.C. Ltd. and others and their workman, which was received by the Central Government on 27/01/2016.

[No. L-30012/90/2001-IR(M)]
NAVEEN KAPOOR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, AHMEDABAD

Present Pramod Kumar Chaturvedi,
Presiding Officer, CGIT cum Labour Court,
Ahmedabad,

Dated 21st December, 2015

Reference: (CGITA) No-771/2004

Reference: (CGITA) No-21/2002

1. ONGC Ltd. The Sr. Engineer (Electrical),
CPF, Gandhar Post, Chanchwel,
Taluka Wagara, Dt. Bharuch
Bharuch-393010
2. M/s. Blue Star Ltd.,
Ramkrishna Chambers,
Productivity Road,
Alkapuri, Vadodara
Vadodara (Gujarat)-390007First Party

Vs.

Their Workman,
Through the General Secretary,
Akhil Gujarat Mazdoor Sangh,
Opp. Ajit Mill,
Rakhi 2nd Floor,
Arab Manjil,
Patharkuva,
Ahmedabad (Gujarat)Second Party
For the First Party : Shri C.S. Naidu, Advocate
For the Second Party :

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30012/90/2001-IR(M) dated 01.05.2002 referred the dispute for adjudication to the Industrial Tribunal, Baroda (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the contractor M/s. Blue Star Ltd. in terminating the services of Shri. Prakash B. Rana & Shri Dolatsingh P. Rana w.e.f. 02.09.2001 is legal, proper and justified? If not, to what relief the concerned workmen are entitled to?” AND whether the demand of the union to regularise the services of Sh. Prakash B. Rana & Sh. Dolatsinh P. Rana treating them as the employees of the ONGC Ltd. and should be given the pay scale of the ONGC Ltd., is justified or not? If yes, to what relief the concerned workmen are entitled to and from which date and what other directions are necessary in the matter?”

3. This reference dates back to 01.05.2002. Second party filed their statement of claim (Ext.4) thereafter first party No. 1 filed written statement along with the documents on 18.08.2005 since then neither the second party nor the first party no. 2 responded. Thus, it appears that neither of the parties are willing to proceed with the reference. Thus Tribunal has no option but to dismiss the reference in default of the parties.

The reference is dismissed in default of the parties.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 27 जनवरी, 2016

का.आ. 218.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स ओ.एन.जी.सी. लिमिटेड और दूसरों के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद पंचाट (संदर्भ संख्या 403/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 27/01/2016 को प्राप्त हुआ था।

[सं. एल-30011/53/2001-आई आर (एम)]

नवीन कपूर, अवर सचिव

New Delhi, the 27th January, 2016

S.O. 218.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 403/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. O.N.G.C. Ltd. and others and their workman, which was received by the Central Government on 27/01/2016.

[No. L-30011/53/2001-IR(M)]

NAVEEN KAPOOR, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL CUM LABOUR
COURT, AHMEDABAD**

Present Pramod Kumar Chaturvedi,

Presiding Officer, CGIT cum Labour Court.

Ahmedabad,

Dated 10th December, 2015

Reference: (CGITA) No-403/2004

Reference : (ITC) No. 65/2001

- ONGC Ltd.
The Group General Manager (P),
Ankleshwar, Dt: Bharuch (Gujarat)
Bharuch-393010
- M/s. S.S. Construction,
Nishant Shopping Centre, Seven Bunglow,
Andheri(W),
Mumbai-53First Party

Vs.

Their Workmen
Through the President,
All Gujarat State Kamdar Union,
Khadki Falia, At. Vav, Post Kadodara,
Taluka Vagra,
Dt. Bharuch (Gujarat)
BharuchSecond Party
For the First Party : Sh. P.S. Chari, Advocate
For the Second Party : Sh. A.N. Patel, Advocate

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30011/53/2001/IR(M) dated 10.07.2001 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of ONGC Ltd., Ankleshwar Project, Ankleshwar in not considering the demand of Shri Aiyub Ismail & 10 others workmen (as per list enclosed) for absorption and regularisation is justified? If not, to what relief the concern workman is entitled?”

- Despite Notice to the Both the parties, first party submitted the Vakalatnama (Ext.6) but second party did not turn up and also not filed the statement of claim.

3. Thus it appears that the second party is not willing in the proceeding further reference. Today, i.e. 10.12.2015 neither of the parties are present. It is also noteworthy that both the parties have not been appearing in the reference since long period. It is the old reference of 2001, therefore, the Tribunal has no option but to dismiss the reference in default of the parties.

The reference is dismissed in default of the parties.

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 27 जनवरी, 2016

का.आ. 219.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स कांडला पोर्ट ट्रस्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद पंचाट (संदर्भ संख्या 1197/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 27/01/2016 को प्राप्त हुआ था।

[सं. एल -37011/6/2001-आईआर(एम)]

नवीन कपूर, अवर सचिव

New Delhi, the 27th January, 2016

S.O. 219.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1197/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Kandla Port Trust and others and their workman, which was received by the Central Government on 27/01/2016.

[No. L-37011/6/2001-IR(M)]

NAVEEN KAPOOR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, AHMEDABAD

Present Pramod Kumar Chaturvedi,

Presiding Officer, CGIT cum Labour Court,
Ahmedabad.

Dated 10th December, 2015

Reference: (CGIT) No-1197/2004

Reference : (ITC) No. 12/2002

The Chairman,
Kandla Port Trust,
Administrative Office,
Ground Floor,
Opposite Race Course,
Rajkot

...First Party

Vs.

The President,
Kandla Port Karmachari Sangh,
T.C.X.-S-94,
Gandhidham-370210

...Second Party

For the First Party : Sh. K.V. Gadhia, Advocate

For the Second Party : Sh. S.B. Gogia, Advocate

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-37011/6/2001-IR(Misc.) dated 10.04.2002 referred the dispute for adjudication to the Industrial Tribunal, Rajkot (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

Number and date of order of the Government of India, Ministry of Labour, New Delhi, L-37011/6/2001-IR(M). Dated 07/12/2001

Names of the Parties

1. The Chairman, Kandla Port Trust, Administrative Office No. 50, Gandhidham (Kutch), Gandhidham-370201
2. The President, Kandla Port Karmachari Sangh, T.C.X.-S Gandhidham-370210

2. This reference dates back to 10.07.2002 and registered in the Tribunal on 20.04.2002. Parties were served. First party (Kandla Port Trust) filed the Vakaltnama (Ext.(9) of solicitor firm K.V. Gadhia Associates. Second party also appeared but have not filed the statement of claim despite giving them dozens of opportunities.

3. Thus, it appears that second party is not willing to proceed with the reference. Thus, this Tribunal has no option but to dismiss the reference in default of the second party.

4. The reference is dismissed in the default of the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 27 जनवरी, 2016

का.आ. 220.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स ओ.एन.जी.सी. लिमिटेड और दूसरे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 1330/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 27/01/2016 को प्राप्त हुआ था।

[सं. एल-30012/122/2000- आईआर(एम)]

नवीन कपूर, अवर सचिव

New Delhi, the 27th January, 2016

S.O. 220.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1330/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. O.N.G.C. Ltd. and other and their workman, which was received by the Central Government on 27/01/2016.

[No. L-30011/122/2000-IR(M)]

NAVEEN KAPOOR, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL CUM LABOUR
COURT, AHMEDABAD**

Present : PRAMOD KUMAR CHATURVEDI,

Presiding Officer, CGIT cum Labour Court,
Ahmedabad.

Dated 23rd December, 2015

Reference: (CGITA) No. 1330/2004**Reference: (CGITA) No. 49/2000**

1. The Group General Manager (P)
ONGC Ltd. P.O. Bhatpore,
Surat (Gujarat)-394518
2. The Surat Electricity Co. Ltd.,
Contract Division,
403, 404, Ruchita, Athugar Street,
Nanpura, Surat (Gujarat) ..First Party

I/s.

Their Workman,

Sh. Bharatbhai Shantilal Patel,

At. Bhatpore, Taluka Choriyasi,

Dist: Surat (GUJARAT) 394510 ..Second Party

For the First Party :

For the Second Party :

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30012/122/2000-IR(M) dated 22.08.2000 referred the dispute for adjudication to the Industrial Tribunal, Surat (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the contract between the management of ONGC Ltd., Hazira Project, Surat & the Contractor, The Surat Electricity Co. Ltd. Contract Div., Surat in respect of the contractual workman Sh. Bharatbhai Shantilal Patel is sham & bogus contract?”

“Whether the demand of the workman Sh. Bharatbhai Shantilal Patel for treating/declaring him as direct and regular/permanent employee of ONGC Ltd., Hazira Project from either the date of his initial engagement with the contractor or from the date of Notification issued by Govt. of India, prohibiting his alleged employment/work through the contract system is legal, proper and justified? If so, to what relief Sh. Bharatbhai Shantilal Patel is entitled to and from which date and what other directions are necessary in the matter?”

2. This reference dates back to 22.08.2000. Second party filed their statement of claim and first party also filed written statement but neither of the parties has been responding since 06.01.2012. The case was fixed for evidence of the second party but despite giving dozen of opportunities, but neither of the parties came forward to lead

their evidence. Thus it appears that both the parties have no inclination or willingness to proceed with the reference. Thus, the Tribunal has no option but to dismiss the reference in default of the both the parties.

The reference is dismissed in default of the both the parties.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 27 जनवरी, 2016

का.आ. 221.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स बी.पी.सी.एल. और दूसरों के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद, के पंचाट (संदर्भ संख्या 68/2005) को प्रकाशित करती है जो केन्द्रीय सरकार को 27/01/2016 को प्राप्त हुआ था।

[सं. एल-30011/19/2005- आईआर(एम)]

नवीन कपूर, अवर सचिव

New Delhi, the 27th January, 2016

S.O. 221.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 68/2005) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BPCL and others and their workman, which was received by the Central Government on 27-01-2016.

[No. L-30011/19/2005-IR(M)]

NAVEEN KAPOOR, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, AHMEDABAD**

Present : Pramod Kumar Chaturvedi,

Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,Dated 15th December, 2015**Reference: (CGITA) No-68 /2005**

1. The Regional LPG Manager (W),
M/s. BPCL, Bharat Bhavan 4& 6, Currybhoy Road,
Ballard Estate, P. B. No. 688,
Mumbai
2. The DGM HRS(west),
M/s. BPCL, Bharat Bhavan 4& 6, Currybhoy Road,
Ballard Estate, P.B. No. 688,
Mumbai
3. The Terminal Manager, LPG,
M/s. BPCL, Hariyala,
Dist: Kheda, Gujarat
Kheda- 387411 ...First Party

I/s.

Their Workman,

Shri V.B. Vala,

Through Bharat Petroleum Karmachari Union,

Gen. Secretary C/o. Anil Surve, Irani Chawl 24/4,

Room No. 76, Dattatreya Lad Marg, Kali Choki,
MumbaiSecond Party
For the First Party : Sh. Y. K. Pathak, Advocate
For the Second Party :

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30011/19/2005-IR(M) dated 02.09.2005 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of BPCL by reducing basic pay by two stages from the salary of Sh. V.B. Vala, Process Operator, BPCL, Hariyala is legal and justified? If not what relief the workman is entitled to? And to what extent?”

2. This reference dates back to 02.09.2005 but despite service on the party workman (second party), he did not prefer to submit the statement of claim till date. Thus it appears that workman(second Party) is not willing to proceed with the reference. Thus, the Tribunal has no option but to dismiss the reference in default of the workman (second party).

The reference is dismissed in default of the second party

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 27 जनवरी, 2016

का.आ. 222.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ईसीएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय आसंसोल के पंचाट संदर्भ संख्या 10/2008 को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-01-2016 को प्राप्त हुआ था।

[सं. एल-22012/3/2008-आई. आर. (सीएम-2)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 27th January, 2016

S.O. 222.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref.10/2008 of the Cent. Govt. Indus. Tribunal-cum-Labour Court. ASANSOL as shown in the Annexure, in the industrial dispute between the management of M/s. Eastern Coalfields Limited, and their workmen, received by the Central Government on 27-01-2016.

[No. L-22012/3/2008-IR(CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

Present: Sri Pramod Kumar Mishra, Presiding Officer

REFERENCE NO. 10 OF 2008

PARTIES: The management of MIC Jhanjra, ECL.

Vs.

Sri Subir Mukherjee

REPRESENTATIVES:

For the management : Shri P. K. Das, Ld. Advocate

For the union (Work-woman) : None

INDUSTRY: COAL. STATE : WEST BENGAL

Dated: 04.01.2016

AWARD

In exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), Govt. of India through the Ministry of Labour vide its letter No. L-22012/3/2008-IR(CM-II) dated 11.03.2008 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of MIC Jhanjra of M/s. ECL in dismissing Subir Mukherjee w.e.f. 01.03.2007 is legal and justified? If not, to what relief is the workman entitled?”

Having received the Order No. L-22012/3/2008-IR(CM-II) dated 11.03.2008 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 10 of 2008 was registered on 17.03.2008 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned.

Case called out. Both parties are absent.

On perusal of the case record I find that neither the workman / union has appeared before the tribunal even for a single day though 32 dates were granted. Registered notices issued to the parties on 10.04.2008, 22.05.2012 and 08.08.2014 but to no effect. It seems to me that the workman is not at all interested to proceed with the case further. This is a case of the year 2008 and about 7 years are going to be passed. There is no reason to keep this old reference pending. As such the case is closed and accordingly a ‘No Dispute Award’ is hereby passed.

ORDER

Let an “Award” be and same is passed as no dispute existing. Send the copies of the order to the Govt. of India, Ministry of Labour, New Delhi, for information and needful. The reference is accordingly disposed of.

PRAMOD KUMAR MISHRA, Presiding Officer

नई दिल्ली, 27 जनवरी, 2016

का.आ. 223.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डीडब्ल्यूआर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, वण्डीगढ़ के पंचाट संदर्भ संख्या 881/2005 को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-01-2016 को प्राप्त हुआ था।

[सं. एल-42012/189/2001-आई. आर. (सीएम-2)]
राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 27th January, 2016

S.O. 223.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. 881/2005 of the Cent.Govt.Indus.Tribunal-cum-Labour Court No. 2, Chandigarh as shown in the Annexure, in the industrial dispute between the management of *Directorate of Wheat Research*, and their workmen, received by the Central Government on 27-01-2016

[No. I-42012/189/2001-IR(CM-II)]
RAJENDER SINGH, Section Officer

ANNEXURE

**IN THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT-II, CHANDIGARH.**

Present : Sri Kewal Krishan, Presiding Officer.

Case No. I. D. No. 881/2005**Registered on 6.9.2002**

Sh. Devinder Deswal, H. No.199/1, Opp. I.T.I. Workshop Gate, Karnal

....Petitioner

Versus

The Director, Directorate of Wheat Research, Karnal

....Respondent

APPEARANCES

For the workman : Sh. Naveen Daryal, Adv.

For the Management : Sh. S.K. Gupta, Adv.

AWARD**Passed on : 26.11.2015**

Central Government vide Notification No. I-42012/189/2001 IR(CM-II) dated 2.8.2002, by exercising its powers under Section 10 Sub-Section (1) Clause (d) and Sub-Section (2-A) of the Industrial Disputes Act, 1947 (hereinafter referred to as 'Act') has referred the following Industrial dispute for adjudication to this Tribunal:-

"Whether the action of the management of Director, Wheat Research in terminating the services of Sh. Devinder Deswal w.e.f. 19.11.1999 is legal and justified? If not, to what relief the workman is entitled to?"

In response to the notice, the workman appeared and submitted statement of claim pleading that he was

employed as Computer Operator under the respondent-management w.e.f. 11.11.1998. It is pleaded that his services were terminated on 20.11.1999. He has given the details of service as follow:-

Sr. No.	Period	No. of Days	DWR Office Order No.	Month of salary paid by DWR/a
1.	11.11.1998 to 10.02.1999	90	95-9623-26	Rs.1760/- P.M.
2.	15.02.1999 to 15.05.1999	89	98/16882-85	Rs.1760/- P.M.
3.	20.05.1999 to 18.08.1999	90	2536-66	Rs.2060/- P.M.
4.	30.10.1999 to 19.11.1999	21	99-11141-99	Rs.2060/- P.M.
	Total Days	290		

That his case is covered under the Industrial Disputes Act and his services be restored from the date of termination along with all benefits.

Respondent-management filed written reply admitting the period of engagement and pleaded that the workman was engaged on various research project on contract basis. Due to cession of the project, his services were dispensed with. That he did not complete 240 days in a calendar year. Further objection that the respondent-management is not an 'Industry' was also taken.

Parties were given opportunities to lead the evidence.

In support of his case, the workman Devinder Deswal appeared in the witness-box and filed his affidavit supporting his case as set out in the claim statement.

On the other hand, respondent-management has examined Sh. Ashok Mallick, who filed his affidavit reiterating the stand taken by the respondent-management as set out in the written statement.

I have heard Sh. Naveen Daryal for the workman and Sh. S.K. Gupta for the management and perused the written submissions.

It was argued by the learned counsel for the workman that the workman has completed more than 240 days of service in a calendar year and his services were terminated without paying him any retrenchment compensation and therefore, his termination is illegal and void and he be reinstated in service.

On the other hand, it was argued by the learned counsel for the management that respondent-management is not an 'Industry' and the workman was employed only on contract basis and on the completion of the contract, his services came to an end automatically and no retrenchment compensation was to be paid to him.

I have considered the respective contentions.

It may be added that the workman himself pleaded in Para 2 of the claim statement the "office orders" vide which he was appointed and also placed on record a photocopies which he admitted to be correct

while appearing in the witness-box. The copy of the order No.95/9623-26 dated 20.10.1998 shows that 'Project Director' has given approval for the engagement of one Computer Operator on temporary basis for a period of three months.

Again vide order No.98/16882-85 dated 10.2.1999 approval was given for Computer Typist on contract basis for a period of three months.

Vide order No.98/2563-66 dated 24.5.1999, approval was given for a period of 100 days. Thus, these order show that employment was given on contract basis for a fixed period and on the expiry of the period, the services were to end automatically. The workman has not placed on record order No.99/1141/99 vide which he was engaged lastly for the period 30.10.1999 to 19.11.1999.

Since he was earlier engaged on contract basis for fixed period and therefore, it is to be taken that he was also engaged for the fourth time for a fixed period. Otherwise also, the workman has not pleaded how he was engaged for the fourth time.

Thus, the workman was engaged on contract basis for a fixed tenure. 'Retrenchment' is defined under Section 2(oo) of the Act and it read as follow:-

'retrenchment means the termination by the employer of the service of a workman for any reason whatsoever, otherwise that as a punishment inflicted by way of disciplinary action but does not include-

- (a) *Voluntary retirement of the workman; or*
- (b) *Retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or*
[(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or]
- (c) *Termination of the service of a workman on the ground of continued ill-health;]*

Thus, when the termination of the service of the workman is as a result of non-renewal of the contract, the same do not fall within the definition of 'retrenchment'. Since the workman was employed on contract basis and for a fixed period and therefore, the termination of the services of the workman do not amount to 'retrenchment' and he is not entitled to claim any retrenchment compensation, as argued.

So far as the contentions of the learned counsel for the management is concerned that respondent-management is not an 'Industry', the same is of no avail to the respondent-management. Workman has specifically pleaded that respondent-management produce and provide Seeds of Wheat for cultivation as well as for sale. This averment is reiterated by the workman while appearing in the witness-box. It is not

rebutted during his cross-examinations and therefore, it is to be taken that respondent-management produce Wheat for the sale and is engaged in commercial activity and when it is so, the respondent-management fall within the definition of an 'Industry'.

In view of the above discussions, it cannot be held that the services of the workman were terminated and on the expiry of the period of contract, his service automatically came to an end.

In result, it is held that the workman is not entitled to any relief and the reference is answered accordingly.

A copy of the award be sent to the Central Government for further necessary action.

KEWAL KRISHAN, Presiding Officer

नई दिल्ली, 27 जनवरी, 2016

का.आ 224.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सीआईआरबी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, चण्डीगढ़ के पंचाट संदर्भ संख्या 1382/2008 को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/01/2016 को प्राप्त हुआ था।

[सं. एल-42012/182/2005-आई. आर. (सीएम-2)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 27th January, 2016

S.O. 224—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. 1382/2008 of the Cent.Govt.Indus.Tribunal-cum-Labour Court No 2, Chandigarh as shown in the Annexure, in the industrial dispute between the management of Directorate of Wheat Research, and their workmen, received by the Central Government on 27-01-2016

[No. L-42012/182/2005 - IR(CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH.

Present: Sri Kewal Krishan, Presiding Officer.

Case No. I.D. No.1382/2008

Registered on 9.5.2008

Sh. Darshan Singh, S/o Sh. Bhagwan Singh, C/o Trade Union Council, Patiala, Punjab. ...Petitioner

Versus

1. The Incharge Central Institute of Research on Buffaloes Nabha.
2. The Central Research Institute for Buffaloes Hisar.

....Respondents

APPEARANCES

For the workman Sh. Sarbjit, Adv.

For the Management Sh. S.K. Gupta, Adv.

AWARD

Passed on:- 18.11.2015

Central Government vide Notification No. I-42012/182/2005 IR(CM-II) Dated 28.04.2008, by exercising its powers under Section 10 Sub Section (1) Clause (d) and Sub Section (2-A) of the Industrial Disputes Act, 1947 (hereinafter referred to as 'Act') has referred the following Industrial dispute for adjudication to this Tribunal:-

"Whether the action of the management of Central Research Institute for Buffaloes, Nabha in terminating the services of Sh. Darshan Singh w.e.f. 12.8.1997, is legal and justified? To what relief the workman concerned is entitled to?"

In response to the notice, the workman submitted statement of claim to which written reply was filed by the respondent-management.

The facts, emerging for the disposal of this reference, are that workman was engaged as a casual labourer on 1.1.1988 and was granted temporary status w.e.f. 1.9.1993 vide order dated 1.2.1995(Annexure R-1). According to the workman his services were terminated on 12.8.1997 whereas according to the management the workman did not perform his duty regularly and 13 warning letters were issued to him up to November, 1996 and he ultimately abandoned the duty w.e.f. 11.8.1997. He approached the Director, CIRB, Hisar, vide representation dated 26.11.1997 with false allegations and respondent No.2 ordered vide order dated 27.11.1995(Annexure R-5) asking the workman to join the duty on 30.11.1997. But the workman did not turn up and as such the respondent-management did not terminate his services. It is further pleaded by the respondent-management that respondent-management only conduct research and training in the field of Agriculture and is not an 'Industry'.

Parties were given opportunity to lead its evidence.

In support of his case, Darshan Singh, workman appeared in the witness-box and also examined Krishan Singh.

Darshan Singh filed his affidavit reiterating the stand taken by him in the statement of claim.

Krishan Singh has deposed that Darshan Singh was working with him and his services were terminated.

Dr. S.M. Deb filed his affidavit reiterating the stand taken by the respondent-management in the written statement.

I have heard Sh. Sarbjit for the workman and Sh. S.K. Gupta for the management.

The undisputed facts are that workman Darshan Singh was engaged as a Casual Labourer on 21.1.1998 and was granted temporary status vide order dated 1.2.1995(Annexure R-1). A perusal of the order shows that he was granted temporary status and regularization, under the Scheme called 'Casual Labourers'(Grant of Temporary Status and Regularization) Scheme of the Government of India, 1993.

Thus, the workman was having a temporary status under the said scheme which has provided certain safeguards to the casual labourers including their wages etc. and regulation number 8, and 9 provide the procedure for terminating services of a workman. Regulation No.8 and 9 reads as follow:-

"8. Despite conferment of temporary status, the services of a casual labourer may be dispensed with in accordance with the relevant provisions of the Industrial Disputes Act, 1947 on the ground of non-availability of work. A casual labourer with temporary status can quit service by giving one month's notice.

9. If a labourer with temporary status commits misconduct and the same is proved in an enquiry after giving him reasonable opportunity, his services will be dispensed with. They will not be entitled to the benefit of encashment of leave on termination of services."

Thus, the services of the casual labourer on whom temporary status have been given can be terminated as per provisions of the Industrial Disputes Act, 1947, and in case of misconduct, after conducting an enquiry and giving him reasonable opportunity to defend himself.

The case of the respondent-management is that he abandoned the service and he did not report for duty after 11.8.1997 and even after an order dated 27.11.1997(Annexure R-5) was passed. Thus, according to the respondent-management, the workman remained absent from duty and when it was so, it was a 'misconduct' on his part and the respondent-management was required to pass the termination order as per regulation No.9 of the above said scheme. But no such order has been passed by the respondent-management. Therefore, it cannot be said that the services of the workman was terminated by the respondent-management w.e.f. 12.8.1997.

The workman was not allowed to join the duty, as per averments in the 1998, but he served a demand notice only in the year 2005 and the present reference was received only in the year 2008. In the circumstances, he is not entitled to any benefit of service. However the respondent-management is to pass the order as per regulation No.9 of the Scheme whether he was to be kept in service or his services were to be terminated.

A lengthy arguments was advanced that respondent-management is not an 'Industry'. But in a case bearing ID NO.153/93 title Nandu Ram Vs.

Director, Central Institute for Research on Buffaloes, Nabha, the Tribunal categorically held in the award dated 8.7.2008 that the respondent-management is an 'Industry' and this finding of the Tribunal is not under challenge. This finding of the Tribunal has attained finality and is binding on the respondent-management who was party in the said reference. In view of this finding recorded by the tribunal, it is to be held that respondent-management is an 'Industry'.

In result, in view of the above discussions, the reference is disposed of with a direction to the respondent-management to pass appropriate order as required under Regulation No.9, as discussed above, within one year of the publication of the award failing which the workman would be entitled to wages from the date of award subject to his eligibility regarding age etc.

KEWAL KRISHAN, Presiding Officer

नई दिल्ली, 27 जनवरी, 2016

का.आ 225.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफसीआई के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय जयपुर के पंचाट संदर्भ संख्या 36/1996 को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-01-2016 को प्राप्त हुआ था।

[सं. एल-22012/514/1995-आई. आर. (सीएम-2)]
राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 27th January, 2016

S.O. 225.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref.36/1996 of the Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure, in the industrial dispute between the management of FCI and their workmen, received by the Central Government on 27/01/2016

[NO - L-22012/514/1995- IR(CM-II)]

RAJENDER SINGH, Section Officer

अनुबंध

केन्द्रीय औद्योगिक न्यायाधिकरण, जयपुर

केस नं० सी.आई.टी. 36/1996

रैफरेंस: भारत सरकार, श्रम मंत्रालय, नई दिल्ली का आदेश

क्रमांक: एल-22012/514/95-I.R.(C-II) नई दिल्ली,

दिनांक 27.11.1995

जगदेव सिंह पुत्र श्री करनेल सिंह, ग्राम चाक जमीन सिंह वाला,

पोस्ट पानीवाली जातन, तहसील सादुलशहर,

जिला-श्रीगंगानगर, राजस्थान। - - - - - प्रार्थी

बनाम

जिला प्रबंधक, भारतीय खाद्य निगम, 181, जी ब्लॉक,
श्रीगंगानगर, राजस्थान।

— अप्रार्थीगण

उपस्थित

**पीठासीन अधिकारी: श्री केदार लाल गुप्ता,
आर.एच.जे.एस.**

प्रार्थी की ओर से : श्री विक्रम सिंह नैन,

अप्रार्थी की ओर से : श्री सुरेन्द्र सिंह,

दिनांक : 13.08.2015

अधिनिर्णय

01. भारत सरकार के श्रम मंत्रालय की आज्ञा क्रमांक एल - 22012 / 514 / 95 आई.आर.(सी-2) नई दिल्ली, से निम्न अनुसूची का विवाद अधिनिर्णय हेतु इस अधिकरण को दिनांक 07.04.1994 को इस आशय का प्राप्त हुआ है कि — Whether the action of the Distt. Manager, PCI sriganganagar is justified in terminationg the services of sh. Jagdev singh w.e.f. 01.01.1995? If not, what relief the workman concerned is entitled to?

02. प्रकरण दर्ज किया गया और प्रार्थी श्रमिक जगदेव सिंह की ओर से दिनांक 04.10.1996 को स्टेटमेंट ऑफ क्लेम इस आशय का प्रस्तुत किया कि उसकी सेवा मुक्ति के विरुद्ध उसके द्वारा क्षेत्रीय श्रम आयुक्त, जयपुर के समक्ष वाद प्रस्तुत किया, जहां प्रबंधकों की हठधर्मिता के कारण कोई समझौता नहीं हो सका, जिस पर असफल वार्ता के कारण मामला केन्द्रीय सरकार को प्रस्तुत किया, और केन्द्रीय सरकार द्वारा इस अधिकरण के समक्ष अधिनिर्णय हेतु मामला प्रस्तुत किया है।

03. प्रार्थी की दिनांक 01.12.1990 को चतुर्थ श्रेणी कर्मचारी के पद पर दैनिक वेतन भोगी के रूप में नियुक्ति की जाकर उसने दिनांक 31.12.1994 तक अप्रार्थी के यहां लगातार गंगानगर स्थित स्थल पर बिना किसी व्यवधान के कार्य किया, और जब वह दिनांक 01.01.1995 को अपनी सेवा पर उपस्थित हुआ तो उसे बिना किसी कारण बताओ नोटिस और नोटिस पे भुगतान के मौखिक आदेश से सेवा से मुक्त कर दिया, जो अवैध छटनी की श्रेणी में आकर अवैध है, और उसे दिनांक 01.12.1990 को मौखिक आदेश से ही उसकी नियुक्ति की गई, और मौखिक आदेश से ही हटाया गया है। उसके कार्यकाल के दौरान अप्रार्थीगण द्वारा प्रमाण पत्र भी जारी किया।

04. प्रार्थी से इस अवधि में अप्रार्थी नियोजक द्वारा गोदाम, कार्यालय, गेट पर ड्यूटी लगवाई जाती थी। वह जनवरी से दिसम्बर, 1991 तक की अवधि में कुछ माह में उसके हस्ताक्षर करवाए, लेकिन उन दिनों में उसी के हस्ताक्षर अप्रार्थी द्वारा ख्यालीराम, रमेश, गुरमेल, जयप्रकाश के नाम से करवाए, जबकि कार्य प्रार्थी श्रमिक द्वारा किया, और भुगतान भी श्रमिक को ही किया गया। मार्च, 1991 से जुलाई, 1991 तक गेट पर कार्य का आवंटन किया गया, वहां भी उसने निरन्तर लगातार कार्य किया। वर्ष 1992, 1993 व 1994 में भी प्रबंधक द्वारा उसे दैनिक वेतन पर रखा, और उसने कार्य किया। वर्ष 1993 में प्रबंधक के स्थानान्तरण पर संस्थान के स्थाई व अस्थाई कर्मचारियों का गुप फोटो भी हुआ। इस तरह से प्रार्थी ने करीब चार वर्ष निरन्तर अप्रार्थी के यहां कार्य किया, लेकिन अप्रार्थी प्रबंधन द्वारा उसे बिना किसी नोटिस और बिना किसी नोटिस पे भुगतान के मौखिक आदेश से सेवा से पृथक किया, जो प्रबंधकों की स्वेच्छयाचारी निति व अनफेयर लेबर प्रक्टिस में

आता है, जो औद्योगिक विवाद अधिनियम, 1947 की धारा 25(F) का उल्लंघन है। अप्रार्थी प्रबन्धन द्वारा वरिष्ठता सूची भी नहीं बनाई, और प्रार्थी श्रमिक से कई कनिष्ठ श्रमिकों के संस्थान में नियोजित होते हुए प्रार्थी को सेवा मुक्त किया, जो औद्योगिक विवाद अधिनियम की धारा 25(G) का उल्लंघन है। प्रार्थी की सेवागुक्ति के बाद प्रबन्धन द्वारा अनैक नवीन श्रमिक को नियोजित किया, और प्रार्थी के वरिष्ठ होते हुए भी उसे सेवा में नहीं रखा, जो औद्योगिक विवाद अधिनियम की धारा 25(h) का उल्लंघन है। और अन्त में प्रार्थना की है कि प्रार्थी को प्रबन्धन द्वारा दिनांक 01.01.1995 को मौखिक आदेश से सेवा मुक्त किया है, उसे अवैद्य घोषित किया जाकर पुनः सेवा में नियोजित किया जावे। उसकी सेवाएं निरन्तर बनाए रखते हुए समस्त पारिणामिक लाभ मय वरिष्ठता एवं वेतन के 18 प्रतिशत वार्षिक ब्याज के साथ वेतन दिलाया जावे।

05. अप्रार्थी प्रबन्धन द्वारा स्टेटमेंट ऑफ क्लेम का दिनांक 11.07.1997 को जवाब प्रस्तुत कर कथन किया है कि प्रार्थी द्वारा भारतीय खाद्य निगम के हैण्डलिंग एण्ड ट्रांसपोर्टेशन ठेकेदार द्वारा समय-समय पर लगाई गई लेबर के अन्तर्गत दिनांक 01.12.1990 से 31.12.1990 तक दैनिक मजदूरी श्रमिक के रूप में मात्र एक महिना ही कार्य किया, जो उसका दिनांक 01.12.1990 से 31.12.1994 तक निरन्तर कार्य करना गलत और मिथ्या है। प्रार्थी को एक महिना कार्य करने के आधार पर ही दिनांक 24.07.1992 को प्रमाण पत्र जारी किया। अगर इससे पूर्व प्रार्थी लगातार कार्य करता तो इस अवधि के प्रमाण पत्र अवश्य होते। प्रार्थी द्वारा उपस्थिति रजिस्टर फर्जी तैयार किए गए हैं। श्रमिक को ठेकेदार ने केवल 19.07.1991 को दैनिक वेतन पर रखा था। प्रार्थी ने अगर मार्च, 1991 से जुलाई, 1991 तक कार्य किया होता तो उसके पास अन्य दस्तावेज होते। प्रार्थी द्वारा वर्ष 1992, 1993, 1994 तक कार्य नहीं किया है। साथ ही अप्रार्थी ने दैनिक मजदूरी पर वर्ष 1994 में मात्र दो दिन काम किया है। इस तरह से प्रार्थी ने एक वर्ष में लगातार 240 दिन तक कार्य नहीं किया है। ठेकेदार के माध्यम से दिनांक 01.12.1990 से 31.12.1990, 19.07.1991, 09.03.1994 एवं 01.12.1994 को ही दैनिक वेतन पर कार्य किया है, और अन्त में स्टेटमेंट ऑफ क्लेम खारिज करने की प्रार्थना की है।

06. प्रार्थी द्वारा जवाब उल जवाब प्रस्तुत कर कथन किया है कि उसकी प्रथम नियुक्ति दिनांक 01.12.1990 से लेकर 31.12.1994 तक लगातार अप्रार्थी संस्थान में कार्य किया है, और उसके द्वारा ठेकेदार के माध्यम से काम नहीं किया, बल्कि अप्रार्थी संस्थान के प्रबन्धक द्वारा ही नियुक्ति की, और वेतन दिया है। और उसके द्वारा चतुर्थ श्रेणी कर्मचारी के रूप में कार्य किया है।

07. स्टेटमेंट ऑफ क्लेम के समर्थन में प्रार्थी ने स्वयं का शपथ पत्र पी0 ड0 1 के रूप में तथा पी0 ड0 2 भवानी सिंह की मौखिक साक्ष्य लिपिबद्ध करवाई है। अप्रार्थी प्रबन्धन की ओर से मौखिक साक्ष्य में डी0 ड0 1 बी0 एस0 पगारे एवं डी0 ड0 2 लेखराम बोडवाल को परीक्षित करवाया है।

08. श्रमिक के विद्वान प्रतिनिधि का तर्क है कि श्रमिक को अप्रार्थी द्वारा दिनांक 01.12.1990 को मौखिक आदेश से चतुर्थ श्रेणी कर्मचारी के पद पर दैनिक वेतन पर नियुक्त किया, और उसने अप्रार्थी संस्थान में दिनांक 31.12.1994

तक लगातार कार्य किया, और दिनांक 01.01.1995 को उसे बिना किसी नोटिस के मौखिक आदेश से सेवा से हटा दिया, लेकिन उसे सेवा से हटाए जाने से पूर्व इस तरह से श्रमिक ने एक वर्ष में लगातार 240 या उससे अधिक दिन कार्य किया है, लेकिन सेवा से हटाए जाने से पूर्व उसे न तो कोई नोटिस दिया, न ही छटनी मुआवजा दिया, और न ही एक माह का नोटिस वेतन दिया है। इस तरह से औद्योगिक विवाद अधिनियम की धारा 25 (F) का उल्लंघन किया है। अतः उसे उसके सेवा गुक्ति आदेश को अवैद्य घोषित कर सेवा को निरन्तरता बनाए रखते हुए पारिणामिक लाभ दिलाए जाने की प्रार्थना की है।

09. जबकि अप्रार्थी प्रबन्धन के विद्वान प्रतिनिधि का तर्क है कि श्रमिक ने एक वर्ष में 240 दिन से अधिक कार्य नहीं किया है। उसके द्वारा माह 01.12.1990 से 31.12.1994 व उसके बाद एक-एक दिन ही कार्य किया है, जो उसे ठेकेदार द्वारा रखा गया था, और प्रार्थी प्रबन्धन के मध्य श्रमिक और नियोजक का संबंध नहीं था, न ही वह श्रमिक की परिभाषा में आता है। प्रार्थी को ही अपनी साक्ष्य से यह साबित करना था कि उसने 240 दिन से अधिक कार्य किया है, ऐसी कोई साक्ष्य प्रार्थी द्वारा अधिकरण के समक्ष प्रस्तुत नहीं की है। अतः स्टेटमेंट ऑफ क्लेम खारिज करने का निवेदन किया है।

10. प्रार्थी ने अपने स्टेटमेंट ऑफ क्लेम को साबित करने के लिए स्वयं का शपथ पत्र प्रस्तुत किया है, जिसमें उसने दिनांक 01.12.1990 से 31.12.1994 तक अप्रार्थी के यहां चतुर्थ श्रेणी कर्मचारी के रूप में कार्य करना, और उसे 01.01.1995 को मौखिक आदेश से सेवा से पृथक करना कहा है। जिरह में इस सुझाव को गलत बताया है कि उसने दिनांक 01.12.1990 से 31.12.1990 तक ही कार्य किया हो, और इस अवधि का भुगतान किया गया हो। इस सुझाव को भी गलत बताया है कि उसने ठेकेदार के पास काम किया हो। साथ ही यह स्वीकार किया है कि उसे कोई नियुक्ति पत्र नहीं दिया। अप्रार्थी की ओर से प्रस्तुत हुए साक्षी बी0 एस0 पगारे ने प्रार्थी को दिनांक 01.12.1991 को आकस्मिक कार्य के लिए श्रमिक के रूप में हैण्डलिंग एवं ट्रांसपोर्ट कॉन्टेक्टर द्वारा ही कार्य पर लगाना और उसके द्वारा ही दिनांक 31.12.1990 तक संस्थान में कार्य करना कहा है। साथ ही दिनांक 19.07.1991 को भी अप्रार्थी के यहां कार्य करना कहा है, और उसे कभी नियमित नियुक्ति नहीं दी गई। ऐसा ही कथन अप्रार्थी की ओर से प्रस्तुत हुए साक्षी लेखराम बोडवाल ने किया है। साथ ही यह भी कथन किया है कि प्रार्थी ने उनके यहां वर्ष 1992, 1993 व 1994 में कार्य नहीं किया। प्रार्थी की ओर से सहायक प्रबन्धक भारतीय खाद्य निगम का दिनांक 19.07.1992 को जारी प्रमाण पत्र प्रदर्श पी 2 प्रस्तुत किया, जिसके अनुसार प्रार्थी जगदेव सिंह द्वारा दिनांक 01.12.1990 से 31.12.1990 तक की अवधि के लिए बतौर आकस्मिक श्रमिक ठेकेदार के माध्यम से कार्य करना बताया है। यह प्रमाण पत्र दिनांक 24.07.1992 को जारी किया गया है, जिसमें श्रमिक को दिनांक 01.12.1990 से 31.12.1990 तक के लिए आकस्मिक श्रमिक के रूप में ठेकेदार के माध्यम से कार्य करना बताया है। अगर वास्तव में ही श्रमिक द्वारा इस प्रमाण पत्र के जारी किए जाने की अवधि के लिए अप्रार्थी के यहां कार्य करता, तब इस प्रमाण पत्र में दिनांक 24.07.1992 तक कार्य करने का प्रमाण पत्र दिया जाता, लेकिन इस प्रमाण पत्र में श्रमिक को केवल 01.12.1990 से 31.12.1990 तक की अवधि के लिए ठेकेदार के

माध्यम से आकस्मिक श्रमिक के रूप में कार्य करना बताया है, और इस प्रमाण पत्र के संबंध में श्रमिक के द्वारा जारी करने के वक्त कोई आपत्ति नहीं की। इसका आशय यह स्पष्ट है कि श्रमिक द्वारा ठेकेदार के माध्यम से दिनांक 01.12.1990 से 31.12.1990 तक की अवधि के लिए ही कार्य किया गया था। प्रार्थी श्रमिक ने अपने स्टेटमेंट ऑफ क्लेम में व उपस्थिति पंजिका की जो छाया प्रतिलिपि प्रस्तुत की है, उसमें कुछ दिन अपने स्वयं के नाम से व अन्य दिनों में ख्यालीराम, रमेश, जयप्रकाश के नाम से स्वयं द्वारा हस्ताक्षर करना कहा है, लेकिन मेरे विनम्र मत में ऐसा संभव नहीं है कि प्रार्थी स्वयं कार्य करे तथा वह स्वयं ही किसी अन्य व्यक्ति के नाम से हस्ताक्षर कर भुगतान उठावे।

11. अतः मेरे विनम्र मत में प्रार्थी द्वारा प्रस्तुत उपस्थिति पंजिका की जो छाया प्रतियाँ प्रस्तुत की हैं, उनकी सत्यता पर विश्वास नहीं किया जा सकता। जहां तक प्रार्थी के फोटोग्राफ का संबंध है, इससे यह निष्कर्ष नहीं निकाला जा सकता कि प्रार्थी द्वारा अप्रार्थी प्रबन्धन के यहां एक वर्ष में 240 दिन से अधिक कार्य किया हो। अतः प्रार्थी की साक्ष्य से यह साबित नहीं हो पाया है कि उसने अप्रार्थी के यहां एक वर्ष में निरन्तर 240 दिन से अधिक कार्य किया हो। इस संबंध में प्रबन्धन की ओर से प्रस्तुत किए गए न्यायिक दृष्टांत 2006 S.C.C. (L&S) 38 Surendranagar District Panchayat Vs Dahyabhai Amarsinh के मामले में माननीय उच्चतम न्यायालय ने यह सिद्धान्त प्रतिपादित किया है कि श्रमिक ने उसकी सेवा मुक्ति से पूर्व प्रबन्धन के यहां 240 या उससे अधिक दिन कार्य किया है। यह सिद्धिभार श्रमिक पर ही है, जिसको श्रमिक द्वारा वेतन प्राप्ति, नियुक्ति आदेश या अन्य सूसंगत दस्तावेज प्रस्तुत कर साबित किया जा सकता था, लेकिन अगर श्रमिक द्वारा ऐसे कोई दस्तावेज प्रस्तुत नहीं किए गए हैं तो यह माना जावेगा कि श्रमिक द्वारा एक वर्ष में 240 दिन से अधिक कार्य नहीं किया गया। साथ ही यह सिद्धान्त प्रतिपादित किया गया कि औद्योगिक विवाद अधिनियम की धारा 25 (F) के संरक्षण के लिए यह साबित किया जाना चाहिए कि दोनों ही पक्षकारों के मध्य श्रमिक और नियोजक के संबंध हैं, और जिस संस्थान में कार्य करना कहता है, वह उद्योग की श्रेणी में आता है, और उसके द्वारा अपनी सेवा मुक्ति से पहले ऐसे उद्योग में लगातार 240 या उससे अधिक दिन कार्य किया हो।

12. Services Law Reporter 2004 (5) 816 Municipal Corporation, Faridabad Vs Siri Niwas के मामले में माननीय उच्चतम न्यायालय ने यह सिद्धान्त प्रतिपादित किया है कि श्रमिक ने एक वर्ष में लगातार 240 या उससे अधिक दिन कार्य किया है, यह सिद्धिभार श्रमिक पर ही है।

13. AIR 2002 Supreme Court 1147 Range Forest Officer Vs S.T. Hadimani के मामले में माननीय उच्चतम न्यायालय ने ऐसा ही सिद्धान्त प्रतिपादित करते हुए यह निर्धारित किया है कि इसको साबित करने के लिए केवल श्रमिक का शपथ पत्र प्रस्तुत किया जाना ही पर्याप्त नहीं है।

14. जैसा कि विवेचन किया गया है कि वर्तमान मामले में श्रमिक की ओर से न्यायालय के समक्ष ऐसी कोई साक्ष्य प्रस्तुत नहीं की है, जिससे यह प्रकट होता हो कि उसके द्वारा एक वर्ष में लगातार 240 या उससे अधिक दिवस कार्य किया हो। जबकि प्रबन्धन की ओर से इस

आशय की साक्ष्य प्रस्तुत की है कि श्रमिक द्वारा उनके यहां दिनांक 01.12.1990 से 31.12.1990 तक की अवधि के लिए ठेकेदार के माध्यम से दैनिक वेतन पर आकस्मिक श्रमिक के रूप में कार्य किया, और उसके बाद मात्र कुछ दिन ही कार्य किया। श्रमिक द्वारा अधिकरण के समक्ष अप्रार्थी संस्थान के अभिलेख को मंगाने की भी प्रार्थना नहीं की है। अतः ऐसी स्थिति में मेरे विनम्र मत में अप्रार्थी के विरुद्ध किसी तरह की प्रतिकूल उपधारणा भी नहीं की जा सकती।

15. श्रमिक की ओर से प्रस्तुत किए गए न्यायिक दृष्टांत (2015) 4 Supreme Court Cases 544 Mackinnon Mackenzie & Company Limited Vs Mackinnon Employees Union के मामले में यह निर्धारित किया है कि जहां उन्होंने श्रमिक को बिना पर्याप्त कारण के छटनी की गई तो ऐसी छटनी अवैध है, जिससे मैं पूर्णतया सहमत हूँ, लेकिन वर्तमान मामले में जैसा कि उल्लेख किया गया है कि श्रमिक द्वारा अप्रार्थी प्रबन्धन के यहां एक वर्ष में लगातार 240 या उससे अधिक दिन कार्य किया हो, यह तथ्य साबित नहीं हुआ है। उक्त न्यायिक दृष्टांत वर्तमान मामले के तथ्य व परिस्थितियों भिन्न होने के कारण श्रमिक की कोई मदद नहीं करते हैं।

16. श्रमिक की ओर से प्रस्तुत की गई साक्ष्य से यह साबित नहीं हो पाया है कि उसने अप्रार्थी प्रबन्धन के यहां एक वर्ष में लगातार 240 या उससे अधिक दिन कार्य किया हो, और न ही यह साबित हो पाया है कि प्रबन्धन द्वारा उसकी दिनांक 01.01.1995 से सेवामुक्त किया गया। अतः ऐसी स्थिति में श्रमिक किसी तरह की सहायता प्राप्त करने का अधिकारी नहीं है। उपरोक्त विवेचन के फलस्वरूप प्रकरण में निम्न अधिनिर्णय पारित किया जाता है :—

अधिनिर्णय

17. श्रमिक जगदेव सिंह पुत्र श्री करनेल सिंह, ग्राम चाक जमीन सिंह वाला, पोस्ट पानीवाली जातन, तहसील सादुलशहर, जिला— श्रीगंगानगर, राजस्थान की ओर से प्रस्तुत स्टेटमेंट ऑफ क्लेम अस्वीकार किया जाकर खारिज किया जाता है। अप्रार्थी प्रबन्धन द्वारा प्रार्थी जगदेव सिंह को दिनांक 01.01.1995 से सेवा मुक्त किया जाना ही साबित नहीं है। अतः श्रमिक किसी तरह की राहत पाने का अधिकारी नहीं है।

केदार लाल गुप्ता, न्यायाधीश

नई दिल्ली 27 जनवरी, 2016

का.आ. 226.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ईसीएल के प्रबंधन के संबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ श्रम न्यायालय आसनसोल के पंचाट संदर्भ संख्या 97/2007 को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/01/2016 को प्राप्त हुआ था।

[सं. एल-22012/294/2007 आई. आर. (सीएम-2)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 27th January, 2016

S.O. 226.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.

97/2007 of the Cent. Govt. Indus. Tribunal-cum-Labour Court, ASANSOL as shown in the Annexure, in the industrial dispute between the management of M/s. ECL, and their workmen, received by the Central Government on 27-01-2016

[No. L-22012/294/2007- IR(CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

Present: Sri Pramod Kumar Mishra, Presiding Officer

REFERENCE NO. 97 OF 2007

PARTIES: The management of Ratibati Colliery, ECL.

Vs.

Sri Dara Bhuia

REPRESENTATIVES:

For the management : Shri P. K. Goswami, Ld. Advocate

For the union (Work-woman): Shri A. N. Suman, Ld. Advocate

INDUSTRY : COAL STATE : WEST BENGAL

Dated: 01.01.2016

AWARD

In exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), Govt. of India through the Ministry of Labour vide its letter No. L-22012/294/2007-IR(CM-II) dated 22.11.2007 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of M/s. ECL in dismissing Sri Dara Bhuia from service w.e.f. 08.07.2004 is legal and justified? If not, to what relief is the workman entitled?”

Having received the Order No. L-22012/294/2007-IR(CM-II) dated 22.11.2007 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 97 of 2007 was registered on 06.12.2007 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned.

Case called out. Both parties are absent.

On perusal of the case record I find that neither the workman nor his authorized advocate is appearing before the tribunal after 27.09.2012. Registered letters issued to the workman have come back. It appears that

the workman has either left this address, keeping the tribunal in dark or he has expired. Under such circumstance the Tribunal has no option left but to close the case. As such the case is closed and a ‘No Dispute Award’ is hereby passed accordingly.

ORDER

Let an “Award” be and same is passed as no dispute existing. Send the copies of the order to the Govt. of India, Ministry of Labour, New Delhi, for information and needful. The reference is accordingly disposed of.

PRAMOD KUMAR MISHRA, Presiding Officer

नई दिल्ली, 27 जनवरी, 2016

का.आ 227.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सीपीडब्ल्यूडी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ श्रम न्यायालय नं. 1 नई दिल्ली के पंचाट संदर्भ संख्या 97/2011 को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/01/2016 को प्राप्त हुआ था।

[सं. एल-42012/119/2005-आई. आर. (सीएम- II)]
राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 27th January, 2016

S.O. 227.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. 97/2011 of the Cent. Govt. Indus. Tribunal-cum-Labour Court No. 1, New Delhi as shown in the Annexure, in the industrial dispute between the management of CPWD, and their workmen, received by the Central Government on 27-01-2016

[No. L-42012/119/2005- IR(CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL-TRIBUNAL-CUM LABOUR COURT NO.1, KARKARDOOMA COURT COMPLEX, DELHI

ID No. 97/2011

Shri Jitender Kumar, Wireman,
C/o All India CPWD (MRM)
Karamchari Sangathan (Reg),
4823, Balbir Nagar Extension,
Gali No.13, Shahdara,
Delhi - 110 032

.....Workman

Versus

The Executive Engineer, ACD-IV,
CPWD, Vidyut Bhawan,
New Delhi

...Management

Brief facts giving rise to the reference petition are that Ministry of Labour, Government of India, vide letter

No. L-42012/119/2005-IR(CM-II) dated 03.07.2006 referred the following dispute for adjudication under Section 10(2)(a) read with clause 1(d) of the Industrial Disputes Act, 1947 (in short the Act):

“Whether the action of the management of CPWD for awarding punishment of reduction of pay by four steps i.e. From 3350 to Rs. 3050 and also the subsequent punishment of compulsory retirement with effect from 26.06.2000 in respect of the workman, Shri Jitender Kumar is legal and justified? If not, to what relief the workman is entitled?”

2. It is clear from perusal of the record that the claimant, Shri Jitender Kumar was working as a wireman under the Executive Engineer at Sena Bhawan Enquiry Office and on account of a quarrel with Shri Gautam Kundu, Junior Engineer (Electrical) on 14.09.1998, departmental enquiry was initiated against Shri Jitender Kumar alongwith Shri Ram Chander, Khalasi. Enquiry proceedings against the claimant herein continued and finally concluded against the claimant whereas charge sheet served upon Shri Ram Chander, Khalasi was dropped. Claimant was also placed under suspension 20.05.1998 and later on his suspension was revoked by the Disciplinary Authority on 27.05.1998. He was also transferred to another Division, i.e. Executive Engineer, ACD-IV, CPWD from ECB, Sena Bhawan. After completion of the enquiry, the Disciplinary Authority awarded major penalty of ‘reduction of pay by four increments, i.e. Rs. 3305 to Rs. 3050 on 09.05.2000. As stated above, no enquiry was conducted against Shri Ram Chander, Khalasi, who was served with similar sheet and no penalty was also imposed upon him. Shri Ram Chander, Khalasi is still working with the management and enjoying all benefits.

3. Thereafter on 10.09.1998, an FIR was registered against the claimant herein on the complaint of Shri R. K. Gupta, Junior Engineer with the police and Shri Jagannath, Wireman was also alleged to be involved in the above incident for creating nuisance at the workplace and misbehaviour with the Junior Engineer. Police registered FIR on 10.09.1998 bearing DD No. 25A. It is also clear from the records that the claimant herein was acquitted in the above case by the Metropolitan Magistrate, Patiala House Courts vide order dated 07.04.2003. Management also initiated departmental enquiry against the claimant herein in respect of the incident and charge sheet was served upon him. Claimant herein faced both the departmental enquiries, including court case and due to the influence of the Junior Engineer, departmental enquiry ultimately went against the claimant herein and Disciplinary Authority awarded major penalty of ‘compulsory retirement’ under Rule 14 of the CCS Rules, 1965. Appeal was filed against the above punishment by the claimant herein before the Chief Engineer (Electrical) Zone I, against imposition of major penalty on 10.07.2000. The appeal was rejected and decision of the Disciplinary Authority imposing major penalty was upheld.

4. After the acquittal of the claimant herein by the court on 07.04.2003, union of the claimant represented to the management of CPWD for reinstatement of the workman on the basis of the above judgement but the representations were also rejected by the management of CPWD. Claimant herein was compulsorily retired at the age of 42, which was prime time for fulfilling social obligations such as education of children, their marriages, parental welfare etc. Action of the management of CPWD in awarding major penalty in both the cases, i.e. reduction of 4 increments in respect of first charge sheet and compulsory retirement in respect of second charge sheet has been alleged to be illegal, discriminatory and violative of principles of natural justice.

5. Reply was filed on behalf of the management wherein it was admitted that the claimant herein was working as wireman and was initially posted in Sena Bhawan under the administrative control of Shri Gautam Kundu, Junior Engineer. The allegation is that the workman misbehaved with Shri Gautam Kundu and also manhandled him on 19.05.1998 at 9.40 a.m. and matter was also reported to the higher authorities. Later on, CPWD Karamchari Sangathan intervened and it was agreed that the claimant will not repeat such action in future and as such suspension order of the claimant was revoked on 27.05.1998. Enquiry was instituted against the claimant wherein charges were proved against him, resulting in reduction of pay by four states. However, workman did not mend his behaviour and as such he was charge sheeted again and independent domestic enquiry was conducted on 06.11.1998 regarding incident in respect of FIR/DD No. 25A dated 10.09.1990.

6. In the above enquiry also, charges were proved against the claimant herein and he was granted time to make representation against the enquiry report. After considering material on record, penalty of compulsory retirement was imposed upon the claimant herein. On merits, it has been held that enquiry is perfectly in accordance with the rules and regulations.

7. Though it is admitted that the Metropolitan Magistrate has acquitted the claimant herein, however, it is alleged that criminal proceedings and departmental proceedings are different altogether and both proceedings depend upon different sorts of evidence. Since case of the claimant was also taken up by his union before the Labour Commissioner and ultimately nothing fruitful could be done with the intervention of the Union, appropriate Government made reference under Section 10(2)(a) in the manner stated above.

8. My learned predecessor vide order dated 25.05.2011 framed the following issues:

- (1) Whether enquiries conducted against the claimant were just, fair and proper?
- (2) Whether punishment awarded to the claimant commensurate to his misconducts?
- (3) As in terms of reference

(4) Relief

9. Issue No. 1 was treated as preliminary issue and management was asked to conclude its evidence first in support of the allegations contained in both the enquiries. Management in support of its case examined Shri Anil Kumar, Executive Engineer as MW1, who deposed that in the year 1998, claimant Shri Jitender Kumar was posted in Division 4, Electric Works Division, Sena Bhawan 14.05.1998. He misbehaved with his superiors and also gave beatings to him. As such, he was suspended on 20.05.1998 vide order Ex. MW1/1. He was served charge sheet dated 25.08.98, copy of which is E. MW1/2 alongwith documents, which are Ex. MW1/3, Ex. MW1/4 and Ex. MW1/5. Claimant has not admitted Article of Charges leveled against him and copy of his reply is Ex. MW1/7. It is not out of place to mention here that Shri R.D. Aggarwal was the Enquiry Officer and his order appointment is Ex. MW1/8. Since he could not complete the enquiry in time on account of his transfer, as such Shri P. K. Mazumdar was appointed as Enquiry Officer in his place. This witness has clarified that he was not associated in the domestic enquiry conducted by the department, as such, statement of this witness regarding misbehaviour and bearing Shri Gautam Kundu is not of much help.

10. Shri P. K. Mazumdar was examined by the management as MW2, who was appointed Enquiry Officer vide order Ex. MW1/9. He has also served notice upon the claimant to attend the enquiry in respect of charges contained on both the charge sheet. Shri P.K. Sharma and Shri V. K. Punhani were examined as witness on 02.11.1999 by the department to process the charges against the claimant herein. Copy of their statements have been marked as Ex. MW2/6 and Ex. MW2/7. He has also referred to the second enquiry, copy of which is Ex. MW2/17. He further referred to the witness examined by the claimant during the course of domestic enquiry, i.e. Shri Narad Pandey, Khalasi and Shri Randhir Singh, Wireman. He has admitted in his cross examination that charge sheet Ex. MW1/2 that there is mention of Shri Ram Chander, Khalasi who instigated the claimant. He has further admitted that charge sheet Ex. MW2/W1 was served upon Shri Ram Chander Khalasi, who has appeared as witness in the above enquiry.

11. It is not out of place to mention here that no action was taken against Shri Ram Chander, Khalasi after service of the above charge sheet though allegations made against Shri Ram Chander, as is apparent from perusal of charge sheet Ex. MW2/W1, are same.

12. To rebut the case of the department, Shri Jitender Kumar has examined himself as WW1 and made detailed statement in support of the averments contained in his statement of claim. He has specifically denied in his cross examination that he had assaulted Sir Gautam Kundu. He has denied that he was not following directions issued by Shri Gautam Kundu. He has also clarified that criminal case was registered

against him in which he was acquitted by the Metropolitan Magistrate.

13. This Tribunal, vide order dated 10.07.2015 held that the enquiry conducted by the management is perverse and in violation of principles of natural justice, as a result of which Issue No. 1, which was treated as preliminary issue, stood decided against the management and in favour of the workman herein.

14. Thereafter, this Tribunal gave an opportunity to the management to adduce evidence on merits so as to prove the charge of misconduct against the workman herein. Management has not brought any evidence worth the name in support of the charges mentioned in the charge sheet, as a result of which case was heard on merits. Admittedly, no evidence has been adduced by the management after findings has been rendered by this Tribunal vide order dated 10.07.2015 to the effect that the domestic enquiry in the present case is perverse and against principles of natural justice.

15. Now, the vital question which survives for consideration is whether the evidence adduced during the course of domestic enquiry by the management can be taken into consideration so as to decide the allegations made against the workman herein. Constitution Bench of the Apex Court has now finally settled the law in the case of Karnataka State Road Transport Vs. Lakshmidewamma & Another (2001 Lab. L.C. 1777) relating to domestic enquiry wherein ratio of the case in Delhi Cloth Mills case was also considered, and held as under:

"We are, therefore, clearly of opinion that when a case of dismissal or discharge of an employee is referred for industrial adjudication the labour court should first decide as a preliminary issue whether the domestic enquiry has violated the principles of natural justice. When there is no domestic enquiry or defective enquiry is admitted by the employer, there will be no difficulty. But when the matter is in controversy between the parties that question must be decided as a preliminary issue. On that decision being pronounced it will be for the management to decide whether it will adduce any evidence before the labour court. If it chooses not to adduce any evidence, it will not be thereafter permissible in any proceeding to raise the issue. We should also make it clear that there will be no justification for any party to stall the final adjudication of the dispute by the labour court by questioning its decision with regard to the preliminary issue when the matter, if worthy, can be agitated even after the final award. It will be also legitimate for the High Court to refuse to intervene at this stage. We are making these observations in our anxiety that there is no undue delay in industrial adjudication."

16. It is clear from the above that the Tribunal/Labour Court was called upon to decide the validity of the domestic enquiry conducted by the

employer or management and the same is to be tried as preliminary issue and thereafter, if necessary, management was to be given an option to adduce fresh evidence in case enquiry was held to be unfair, perverse or against the principles of natural justice. However, management has to ask for such an opportunity or reserve its right by taking specific plea in the pleadings. It can even also move an application asking for such a right in case findings on the domestic enquiry is ultimately rendered against the management or employer. It has also been ruled in various cases that in case management does not choose to adduce any evidence at that stage, it cannot be allowed to do so at any later stage of the proceedings by filing application for that purpose as it may ultimately result in delay of the case and lead to wrecking of the morale of the workman.

17. Yet in another case *Neeta Kaplish vs Presiding Officer Labour Court and Anr.* AIR (1999) Lab.I.C.445) that record pertaining to the domestic enquiry would not be considered as 'fresh evidence' or 'material on record' within the meaning of Section 11A of the Industrial Disputes Act. Thus, it is now not open to the management to rely upon the evidence adduced during the course of domestic enquiry so as to prove the charges of misconduct against the workman herein. This view has been consistently taken by the Hon'ble Supreme Court as well as Hon'ble High Court in various judgements. Therefore, contention of the management that the record of the domestic enquiry be considered on merits as substantive evidence so as to prove the charges against the workman herein is totally devoid of merit and deserves to be rejected.

18. As a sequel to my discussions herein above, it is held that the charge against the workman herein has not been proved and as such the punishment of compulsory retirement awarded to the claimant cannot legally sustain; as such the order dated 26.06.2000 is, hereby, set aside. It is held that the workman herein is liable to be reinstated to his post with effect from the date of his termination, i.e. 26.06.2000 with full back wages and all consequential benefits. An award is accordingly passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

A.C. DOGRA, Presiding Officer

Dated : January 7, 2016

नई दिल्ली, 29 जनवरी, 2016

का.आ. 228—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारत संचार निगम लिमिटेड चेन्नई के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय चेन्नई के पंचाट (संदर्भ सं. 52/2003) के प्रकाशित करती है जो केन्द्रीय सरकार को 25/01/2016 को प्राप्त हुआ था।

[सं. एल-40011/42/2002-आई. आर. (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 29th January, 2016

S.O. 228.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D No. 52/2003) of the Central Government Industrial Tribunal Cum Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Bharat Sanchar Nigam Limited, Chennai and their workman, which was received by the Central Government on 25/01/2016.

[No. L-40011/42/2002-IR(DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Wednesday, the 13th January, 2016

Present K.P. Prasanna Kumari, Presiding Officer

Industrial Dispute No. 52/2003

(In the matter of the dispute for adjudication under clause (d) of sub-section 91) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of BSNL and Others and their workman)

Between

The Circle Secretary : 1st Party/Petitioner
BSNL employees Union : Union
21, Bharathiar 1st Street,
Palavanthangal
Chennai-600114

And

1. General Manager : 2nd Party Respondent
Telecom, BSNL
Virudhunagar-6262001
2. The Chief General Manager : 2nd Party/2nd Respondent
BSNL, Tamil Nadu Circle
Anna Salai
Chennai-600002
3. The Chairman & : 2nd Party/3rd
Managing Director : Respondent
BSNL, Sanchar Bhawan
New Delhi-110001

Appearance:

For the 1st Party/Petitioner Union : M/s. K.M. Ramesh,
Advocates

For the 2nd Party/1st, 2nd and : Sri P. Srinivasan,
3rd Management Advocate

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-40011/42/2002-IR (DU) dated 25.03.2003 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the employment of Sri Bakkiyaraj engaged for the work by the Telecommunication Department has to be regularized? If so, the relief he is entitled to?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 52/2003 and issued notices to both sides. Both sides entered appearance through their counsel and filed Claim and Counter Statement respectively. The petitioner has filed a rejoinder in answer to the Counter Statement.

3. The counsel for the petitioner has endorsed to the effect that the petitioner is not pressing the dispute. So it is clear that the petitioner is not interested in getting a relief. No materials are placed before this Tribunal in support of the relief claimed also. Therefore, the reference is answered against the petitioner.

An award is passed accordingly.
(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this the 13th day of January, 2016)

K.P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:
For the 1st Party/Petitioner : None
For the 2nd Party/1st, 2nd and 3rd Management : None

Documents Marked :		
On the petitioner's side		
Ex.No.	Date	Description
	Nil	

On the Management's side		
Ex.No.	Date	Description
	Nil	

नई दिल्ली, 29 जनवरी, 2016
का.आ. 229.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारत हेवी इलेक्ट्रिकल्स लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकार के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नै के पंचाट (संदर्भ सं. 48/2003) को प्रकाशित करती है जो केन्द्रीय सरकार को 25/01/2016 को प्राप्त हुआ था।

[सं. एल-42011/02/2014-आई. आर. (डीयू)]
पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 29th January, 2016
S.O. 229.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D No.48/2014) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Bharat Heavy Electricals Limited, Chennai and their workmen, which was received by the Central Government on 25/01/2016.

[No. L-42011/02/2014-IR(DU)]
P. K. VENUGOPAL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, CHENNAI

Wednesday, the 8th January, 2016
Present : K. P. Prasanna Kumari, Presiding Officer

Industrial Dispute No. 48/2014
(In the matter of the dispute for adjudication under clause (d) of sub-section 91) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 19047), between the Management of BSNL and Others and their workman)

BETWEEN
The General Secretary : 1st Party/Petitioner
BHEL Mazdoor Sangam (BMS) Union
Opp. To Building No. 79
Trichirappalli-620014

And
The Executive Director : 2nd Party/Respondent
M/s. Bharat Heavy Electricals Ltd.
Kailasapuram
Trichirappalli-620014

Appearance:
For the 1st Party/Petitioner Union : G.B. Saravanabhavan,
Advocates
For the 2nd Party Management : T.S. Gopalan & Co., 7
Advocate

AWARD
The Central Government, Ministry of Labour & Employment vide its Order No. L-42011/02/2014-IR (DU) dated 28.05.2014 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :
“Whether the action of the management of BHEL in denying service weightage benefit to A/B-10 and A/B-11 Grade employees on the basis of Memorandum of Agreement dated 30.12.2009 is legal and justified? If not, to what relief the workmen concerned are entitled?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 48/2014 and issued notices to both sides. Both sides have entered appearance through their counsel and filed claim and counter statement respectively. The petitioner has filed rejoinder in answer to the Counter Statement.

3. The averments in the Claim Statement filed by the petitioner in brief are these:

The petitioner is a Union affiliated to Bhartiya Mazdoor Sangh. The Respondent is an establishment running with huge profit. In the Respondent Establishment workers are categorized in many grades starting from A-1/B-1 and up to A-12/B-12. Fixation of pay scales, wages and other service benefits for the workers used to be made in the Joint Committee Meeting represented by Trade Unions from various units and their Central Leaders on one side and the

Management on the other side. Agreement arrived at during such negotiations will be signed by all the concerned. After such agreement the Management would issue a circular for implementation of the agreement. On expiry of the previous wage agreement on 31.12.2006 a fresh agreement effective from 01.01.2007 was arrived at on 30.12.2009. Subsequent to this a circular dated 06.02.2010 was issued by the BHEL Management for implementing the wage revision. As per Clause-1 of the Memorandum of Agreement all regular workmen from A-1/B-1 to A-11/B-II grades who were on the rolls of the company as on 31.12.2006 will be covered by the agreement. Those who joined as regular employees on 01.01.2007 or thereafter will be governed by Para-7 of the Memorandum of Agreement. Clause-19(1) of the Memorandum of Agreement states that service weightage will be given to those who were in the rolls of the company as on 31.12.2006 and continued to be on the rolls of the company up to 30.12.2009 and all workers in Grades A-1/B-1 to A-11/B-11 are eligible for service weightage. Clause-15 of the circular dated 06.02.2010 states that regular employees who were on the rolls of the company as on 31.12.2006 and continued to be on the rolls of the company on 30.12.2009 will be granted service weightage w.e.f. 01.01.2007 for every completed year of service as on 31.12.2006. However, while paying the arrears arising out of revision of wages service weightage was not paid to the workers who were in the grades of A-10/B-10 and A-11/B-11. The wage revision agreement does not exclude any workers in any grades. Workmen who were promoted to A-10/B-10 grade from A-9/B-9 grade after 01.01.2007 continued to be paid service weightage. This shows that there was no bar in paying service weightage to this category of workmen. About 300 workers were effected by the action of the Respondent. There is no justification in denying service weightage to a section of the workmen. The dispute is raised accordingly. A direction may be issued to the Respondent to pay service weightage due to employees under Grades A-10/B-10 and A-11/B-11 with all other cumulative and other attendant benefits as per the Memorandum of Agreement signed on 30.12.2009.

4. The Respondent has filed Counter Statement contending as below:

BHEL has 17 manufacturing units including one at Tiruchirapalli and another at Ranipet in Tamil Nadu. It has also got one subsidiary, 6 joint ventures and more than 150 project sites at various locations. The employees of the Respondent fall in three categories, executives, supervisors and workmen. The workmen are classified into technical and non-technical. Workmen falling under the technical cadre are in the grades of A-1 to A-12. In the non-technical side there are grades B-1 to B-12 which are applicable to employees in the staff category. In the supervisory cadre, the employees are placed in the grades S-1 to S-8. Executives are in grades E-1 to E-9. The Grade A-10/B-10 and A-11/B-11 were introduced retrospectively w.e.f. 25.06.1988 in 1993. A-12/B-12

grade was introduced w.e.f. 26.06.2010. For more than 40 years wage revision allowances and other service conditions used to be on the basis of a Memorandum of Agreement arrived at in a Joint committee consisting of the representatives of Management and representatives of the workmen. The agreement will be referred to the Board and on approval of the Board with modification if any, it will be sent to the Ministry for approval. After Ministry's approval a circular will be issued setting forth the terms and conditions of the wage revision to be applicable to the employees at all levels. The terms offered by the circulars were always implicitly accepted without protest. The terms offered by the circulars are a total package and there is no question of any employee or employees directly or indirectly accepting a portion and challenging the rest as not binding or seeking an interpretation other than the one given by the Management. Grade A-10/B-10 and A-11/B-11 were to be treated as a separate category distinct from the Grades A-1/B-1 to A-9/B-9. When revision of wages for the period from 01.01.1997 was negotiated a Memorandum of Understanding was reached in the Joint Committee Meeting held on 12.09.2000 and it provided for a new element of wages i.e. service weightage which is an ad-hoc amount which is linked to the period of completed years of service as on 31.12.1996. Service weightage was not extended to employees in Grades A-10/B-10 and A-11/B-11. It was accepted by those employees. When Memorandum of Agreement was arrived at on 30.12.2009, Clause-20 of this Agreement stated that the agreement will be subject to the approval of Board of Directors / Government. In the Joint Committee Meeting held on 18.01.2010 a query was raised whether the employees in Grades A-10 and A-11 and B-10 and B-11 would be eligible to receive service weightage and it was clarified that the terms for eligibility of service weightage will be as per the existing rules. The representatives of All India Central Trade Union of BMS to whom the petitioner union is affiliated were also represented in the meeting held on 18.01.2010. By the existing rule, the earlier two circulars dated 15.11.2000, one providing for service weightage to Grades A-1 to A-6 and B-1 to B-6 and another extending it to Grades A-7 to A-9 and B-7 to B-9 were meant. Clause-15.5 of the circular dated 06.02.2010 it was made clear that the terms and conditions of eligibility of service weightage will remain the same. Clause-30 provided for an Anomaly Committee to be constituted to deal with any issue in the matter of implementing the wage revision circular. The alleged anomaly in the service weightage for employees in Grades A-10/B-10 to A-11/B-11 was resolved in the anomaly committee meeting held on 05.10.2010. It was clarified in the subsequent Joint Committee Meeting held on 18.01.2010 and also in the Anomalies Committee Meeting. The issue which has not been pursued by other Unions which participated in the Joint Committee Meeting are taken up the Petitioner Union with a view to justify its existence and retain support for getting elected as a participating union in the elections which are to take place in near future. The dispute raised by the petitioner is not a valid Industrial

dispute. The Union does not command membership from among a substantial section of the workmen of the Respondent. All members of the Petitioner Union in the Trichy establishment of the Respondent including those in Grades A-10/B-10 to A-11/B-11 have accepted the benefits of the pay revision in terms of the circular dated 06.02.2010. Having enjoyed the benefits of the circular, it is not permissible for them to claim something which was not provided for in the circular. The dispute is not maintainable at the instance of the petitioner. The petitioner is not entitled to any relief.

5. The petitioner has filed rejoinder in answer to the Claim Statement denying the allegations in the Counter Statement and reiterating its case in the Claim Statement.

6. The evidence in the case consists of oral evidence of WW1 and MW1 and documents marked as Ext.W1 to Ext.W16 and Ext.M1 to Ext.M16.

7. **The points for consideration are :**

- (i) Whether denial of service weightage by the Respondent to the employees under Grades A-10/B-10 and A-11/B-11 on the basis of Memorandum of Agreement dated 30.12.2009 is legal and justified?
- (ii) What, if any is the relief to which the concerned workmen are entitled?

The Points

8. The Petitioner Union has raised the dispute challenging the denial of service weightage to the employees under Grades A-10/B-10 and A-11/B-11 in the Respondent establishment.

9. On expiry of the wage agreement that prevailed in BHEL, a Government Undertaking on 31.12.2006, a fresh agreement effective from 01.01.2007 was arrived at on 30.12.2009 in the Joint Committee Meeting held at New Delhi. The Joint Committee consisted of the representatives of the workmen and of the Management. The agreement arrived at the meeting is applicable to all the employees of BHEL including the unit of BHEL at Tiruchirapalli which is the Respondent herein. The case of the petitioner is that though the coverage clause of the Memorandum of Agreement provides that the wage revision and other benefits agreed upon are applicable to all workmen from the Grades A-1/B-1 to A-11/B-11 and Clause-19.1 specifically provided for service weightage for all these grades, service weightage were denied to the employees under Grades A-10/B-10 and A-11/B-11. The dispute seems to have been raised when arrears based on service weightage was denied to employees coming under these grades. The case of the Management is that Memorandum of Agreement arrived at in the Joint Committee Meeting is subject to the approval of the Board of Directors and also the Government and it is only as per the circular issued by the Management after such approval the agreement is implemented and this

used to be accepted by the employees without any objection. According to the Respondent some anomaly has occurred in the Memorandum of Agreement and this was subsequently explained in the Joint Committee Meeting in which the representatives of the workmen and the Management participated and the explanation was accepted by all concerned. The stand of the Management is that even as per the earlier Memorandum of Agreement service weightage was not given to the employees coming under Grades A-10/B-10 and A-11/B-11 and this was retained in the new agreement also. There was never any intention to pay service weightage to these categories, it is contended by the Respondent.

10. Ext.M9 is the Memorandum of Agreement entered into based on the Joint Committee Meeting for revision of wages on expiry of the previous wage agreement on 31.12.2006. The petitioner mainly relies upon Clause-1 and 19.1 to contend that service weightage is payable to employees under Grades A-10/B-10 and A-11/B-11 also. The coverage clause under Clause-1 of the Memorandum of Agreement states that all regular workmen from Grades A-1/B-1 to A-11/B-11 who were on the rolls of the Company as on 31.12.2006 will be covered by the agreement. Those who joined on 01.01.2007 or thereafter, are to be governed by Para-7 of the Memorandum of Agreement. Clause-19 of the Memorandum of Agreement provides for service weightage. Clause 19.1 states that service weightage will be given to those who were on the rolls of the Company as on 31.12.2006 and continued to be on the rolls upto 30.12.2009. The rate of service weightage payable to those employees who had completed particular years of service are also given in the clause. It is the stand of the petitioner that it could be deciphered from Clause-1 which is the coverage clause and Clause-19 regarding service weightage that all the employees covered under clause-1 are entitled to service weightage and no exemption of any kind has been made under any of the clauses of Ext.M9.

11. The Respondent has stated in the Counter Statement that Ext.M9 has been a little vague in the matter but this has been clarified in the subsequent Joint Committee Meetings and it was made clear to all concerned that service weightage is not available to employees under Grades A-10/B-10 and A-11/B-11. On a reading of Ext.M9 there can be no doubt that there was no exclusion of any kind of any category of employees while granting service weightage and Clause-19.1 was framed as if it was applicable to all categories of existing workmen employees.

12. The counsel for the Respondent has referred to several aspects to make out that service weightage was not intended for categories above employees coming under Grades A-9/B-9. He has pointed out that as per the previous agreement also service weightage was given to the employees but only to categories below A-10/B-10. According to the counsel this was intended to be continued even after Ext.M9 and this is clear from the circular marked as Ext.W7. This is the circular issued consequent to Ext.M9. It is argued by the

counsel that the Memorandum of Agreement was never to be implemented in the same form but was subject to the approval of Board of Directors and the government and it is only the circular that is issued after such approval that can be implemented.

13. It has been argued by the counsel for the petitioner that the basis for the circular should be the Memorandum of Understanding that was arrived at in the Joint Committee Meeting and the circulars issued by the Management could not deviate from the terms and conditions in the Memorandum of Understanding. The attempt of the counsel for the Respondent has been to make out that as per the previous circulars consequent to the Memorandum of Understanding arrived at earlier also service weightage was not allowed to the categories under dispute and the representatives of the workmen were very much aware of this and it was explained in the subsequent Joint Committee Meetings also. As I have already stated Ext.M9 does not make any exclusion of workmen under Grades A-9/B-9 to A-11/B-11. On the other hand the coverage clauses states that the terms and conditions are applicable to all the workmen from Grades A-1/B-1 to A-11/B-11. The attempt on behalf of the Respondent is that by subsequent meetings it was made clear that the service weightage is not available to A-10/B-10 to A-11/B-11 grades. The counsel for the Respondent has referred to the minutes of the meeting of the Anomaly Committee marked as Ext.M11 and that of Joint Committee marked Ext.M12. Ext.M12 is after Ext.W7 circular was issued consequent to the Memorandum of Agreement. Representatives of the employees as well as representatives of the Management are shown as present at the meeting. The representatives of INTUC, HMS, LPF, etc. were there. The issues that were discussed are shown in a table. S.No. 2(a) is the issue regarding service weightage to A-10/B-10 and A-11/B-11. Against that it is shown that these issues were considered at the time of signing the Memorandum of Agreement and have been regulated accordingly. However, the Memorandum of Agreement does not reflect any such consideration or decision on that basis. In the Memorandum of agreement there is nothing to show that the workmen under Grades A-10/B-10 and A-11/B-11 were excluded from the purview of service weightage. The signature of the participants are not seen at the bottom of the minutes. So it is not known if the representatives of the workmen have accepted this explanation. That they have not accepted is clear from the fact that the issue was raised again at the special session of the Joint Committee, the minutes of which is marked as Ext.M12. Clause-12(10) of the minute shows that the question of service weightage to employees of Grades A-10/B-10 and above were raised again. It is stated that the Management had explained that service weightage was not given to those grades in the 1997 wage revision and it was clarified in the Joint Committee Meeting held on 18.01.2010 that the coverage of service weightage will be as per practice being followed earlier. There is no signature of the participants in this also. So there is nothing to show that the representatives of the workers

have accepted the explanation and admitted that even as per the Memorandum of Agreement the workmen under Grades A-10/B-10 and A-11/B-11 are not eligible for service weightage. So the argument based on the minutes of the Joint Committee could not be accepted.

14. The counsel for the Respondent has referred to the previous Memorandum of Agreement and the consequent circulars issued by the Management and tried to draw parallel with these and the Memorandum of Agreement and Circular under dispute. Service weightage was given to the employees for the first time in the year 2000 only, as per Ext.W1-the Memorandum of Understanding signed on 12.09.2000. The counsel has drawn attention to Clause-7 which states that the employees will be granted service weightage w.c.f. 01.01.1997. It was pointed out that service weightage was given only to workmen of Grades A-1/B-1 to B-1/B-6 by Ext.W2 the circular issued consequent to Ext.W1. However, parallel cannot be drawn between Clause-7 of Ext.W1 and Clause-19 of Ext.M9 for the reason that as per Ext.W1 the Memorandum of Understanding is only in respect of employees in Grades upto A-6/B-6. The coverage clause states specifically that all the regular employees in the Grades upto A-6/B-6 who were on the rolls of the company as on 31.12.1996 will be covered by the Memorandum of Understanding. When this is read alongwith with Clause-7 it is clear that service weightage is payable to all the employees coming under the coverage clause. However, though as per Ext.M9 all the employees coming under Grade A-1/B-1 to A-11/B-11 are brought under the coverage clause and Clause-19 states that service weightage is payable to all the employees coming under the coverage clause, this was denied to employees coming under Grades A-10/B-10 and A-11/B-11. Ext.W2 the circular issued consequent to Ext.W1 was in terms of Ext.W1 itself. Clause-14 of Ext.W2 is exactly in terms of Clause-7(2) of Ext.W1 except adding the rate payable to each period of completed service. Subsequently, the application of the Memorandum of Understanding has been extended to employees coming under other grades also. Ext.W3 is the circular regarding pay and allowances in respect of employees coming under Grades A-7/B-7 to A-9/B-9. Clause-16 states that the service weightage is payable to employees of these grades. It is pointed out by the counsel for the Respondent that employees under Grades A-10/B-10 and B-10/B-11 are not allowed service weightage under this circular. Then there is Ext.W4 regarding wage revision for employees coming under A-10/B-10 and A-11/B-11. This circular specifically states that the benefit allowed as per Para-16 of Ext.W3 to employees coming under A-7/B-7 to A-9/B-99 grades will not be admissible to the employees in these grades.

15. The argument for the counsel for the Respondent is that it is specified in the minutes marked Ext.W8 that payment of service weightage will be as per the existing rule and "*the existing rule*" means the previous circular by which service weightage was denied to A-10/B-10 and A-11/B-11 grades. However,

on going through Ext.W7 it could be seen that there is no exclusion of service weightage of A-10/B-10 and A-11/B-11 categories even in this. Clause-15.1 of Ext.W7 is a replica of Clause-19.1 of Ext.M9.

16. One argument that is advanced by the counsel for the Respondent based on Ext.W14 to Ext.W16 is that the matter has already been contested by the petitioner before the Delhi High Court and the Delhi High Court has dismissed the same and the order has become final also and for this reason also the petitioner is not entitled to raise the issue. Ext.W16 is the copy of the order passed by the Delhi High Court in CWP 4089/2002. As seen from Ext.W14 the BHEL Employees Union and Others had challenged the circular consequent to Ext.W1 agreement by which service weightage was denied to A-10/B-10 and A-11/B-11 workers on the ground that this is discriminatory. By Ext.W16 order the Delhi High Court has ordered that as machineries are provided under the ID Act the Court will not entertain the petition under Article-226 of the Constitution of India. Thus it could be seen that it was not a dismissal on merits. Apart from this is the fact that the challenge was of the previous circular based on Ext.W1 and not Ext.M9 or Ext.W7 the circular consequent to it. There is always the difference that in the Memorandum of Agreement of 2000 the categories under Grades above A-6/B-6 were not included while in Ext.M9 they are also included. The Management is not expected to go beyond the terms and conditions of the Memorandum of Agreement. It is very much clear from Ext.M9 that service weightage was intended for workmen under Grades A-10/B-10 and B-10/B-11 and still it was denied to them under false pretext and this goes contrary to the agreement itself.

17. With reference to the Minutes of the Meetings marked as Ext.M11 and Ext.M12, the counsel for the Respondent has referred to the decision of Apex Court in RAMENDRA SINGH Vs. STATE OF MP AND OTHERS reported in 1984 1 SCC 751 in which it was laid down that an implied agreement is to be respected. According to the counsel it is implied from the minutes that the service weightage is not payable to the employees of the two grades in question and this has been accepted by the representatives of the workmen and therefore the petitioner cannot now go against it. The implied agreement under consideration in that case was accepted and acted upon by the parties for several years and it was thereafter a contention was raised that it was not an agreement at all. It was in the context the Apex Court has laid down that the implied agreement is to be enforced. In the present case there is no implied agreement as per the two minutes, as attempted to be made out by the Respondent. On the other hand there is an agreement from which it is very much clear that service weightage is payable to the workmen coming under Grades A-10/B-10 and A-11/B-11 also.

18. Another argument that is advanced by the counsel for the Respondent is that service weightage has been denied to the two categories for the reason that if they are given this benefit their salary becomes higher than some of the executives of the establishment

and this could never be. He has also referred to a decision of the Guwahati High Court in Writ Appeal No. 151 of 2009 in this respect. It was held here that employees in higher cadre cannot get lesser pay than the employees in the feeder cadre. Though the argument is that the executives will be getting lesser pay if the benefit of service weightage is given to the two categories, this fact is not established by any evidence. The salary payable to the employees coming under the Executive category is not specified. The counsel for the petitioner has referred to the Personal Manual of BHEL in this respect. The manual provides for removal of anomaly in pay fixation. If an employee promoted to a post draws a lower rate of pay in that post than another employee promoted subsequent to the same or identical higher post the pay of the senior employee in the higher post can be stepped up. There is no comparison of the worker category and executive category employees. It is not stated that the pay of lower category cannot be higher. It is probable that the seniors in the lower category would be drawing higher salary than the juniors in the higher category.

19. Lastly there is the argument advanced by the counsel for the Respondent that the dispute is not a valid one for the reason that the petitioner has no *locus standi* to raise the dispute. It is stated in the Counter Statement that the petitioner does not command membership from among a substantial section of the workmen of the Respondent. In answer to this the counsel has referred to Ext.W15 which contains minutes of the meeting of the sub-committee of the joint committee for BHEL in terms of Memorandum of Understanding reached in the Joint Committee Meeting held on 12.09.2000. The representative of the petitioner has also signed as a participant in the meeting. This is enough to show that the petitioner has the *locus standi* to raise the dispute. The action of the Management in denying service weightage to employees coming under Grades A-10/B-10 and A-11/B-11 is against the terms of the Memorandum of Agreement and without any justification. They are also entitled to the benefit.

20. Accordingly an award is passed as below:

The Respondent is directed to pay the employees coming under Grades A-10/B-10 and A-11/B-11 service weightage as per Clause-19 of Memorandum of Agreement dated 13.12.2009 with all other attendant benefits, within a month of the publication of the Award. Arrears if any shall be paid to the employees within the above period. In default the amount will accrue interest @ 7.5% per annum.

The reference is answered accordingly.

K.P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner : WW1, Sri G. Shankar

For the 2nd Party/Management : MW1, Sri Ajesh Sharma

Documents Marked :

On the petitioner's side

Ex.No.	Date	Description
Ext.W1	12.09.2000	Memorandum of Understanding

Ext.W2 15.11.2000 Corporate Personnel Circular No. 045/IRX/200 (Wage Revision for AB1 to AB6)

Ext.W3 07.12.2000 Corporate Personnel Circular No. 053/IRX/2000 (Wage Revision for AB7 to AB9)

Ext.W4 07.12.2000 Corporate Personnel Circular No. 054/IRX/2000 (Wage Revision for AB10 to AB11)

Ext.W5 15.12.2000 IOB No. AA/PER/507

Ext.W6 10.02.2010 Minutes of Meeting of Joint Committee for BHEL (2007) and Memorandum of agreement signed on 30.12.2009

Ext.W7 06.02.2010 Corporate Human Resource Circular No. 007/IRX/2010

Ext.W8 22.03.2010 Minutes of Meeting of the Joint Committee for BHEL (2007) held on 18.01.2010

Ext.W9 24.05.2010 Inter Office Memorandum No. AA/HR/IR/520

Ext.W1007.01.2012 RTI Application filed by the Petitioner

Ext.W1127.01.2012 Reply of CPIO No. AA/CPIO/12

Ext.W1222.12.2006 Submission of charter of demands by Petitioner's Union

Ext.W1329.08.2013 Specimen workings – Supplement to I.D.

Ext.W1409.07.2002 Copy of the Index Book filed before the High Court of Delhi at New Delhi by the petitioner's Federation Union in CWP No. 4089 of 2002

Ext.W1514.01.2003 Copy of the Index Book filed before the High Court of Delhi at New Delhi by the Respondent Management in CWP No. 4089 of 2002

Ext.W1608.04.2003 Copy of the Extract of the final order passed in CWP No. 4089 of 2002

On the Management's side

Ex. No. Date Description

Ext.M1 10.08.1983 Corporate Personnel Circular No. 5 of 1983 (Wage Revision Circular from 01.09.1982)

Ext.M2 04.07.1989 Circular No. 01 dated 01.07.1989 - Revision of Pay and Allowances of employees covered by Joint Committee

Ext.M3 23.05.1994 Corporate Personnel Circular No. 15 of 1994 - Pay scales for A10/B10 and A11/B11 and merger of FDA in respect of employees promoted as Sr. Artisans after 01.01.1977 and upto June 1991

Ext.M4 19.08.1995 Corporate Personnel Circular No. 22 of 1995 (Wage Revision Circular from 01.01.1992 to 31.12.1996)

Ext.M5 14.01.1999 Office Memorandum issued by Department of Public Enterprises

Ext.M6 12.09.2000 Memorandum of Understanding

Ext.M7 15.11.2000 Corporate Personnel Circular No. 045/IRX/2000 (Wage Revision Circular from 01.01.1997 to 31.12.2006)

Ext.M8 22.12.2008 Submission of character of demands by Petitioner's Union

Ext.M9 30.12.2009 Memorandum of Agreement

Ext.M1005.06.2013 Representation of Petitioner Union

Ext.M1105.10.2010 Minutes of Anomaly Committee

Ext.M1230/ Minutes of Special Sessions of 31.08.2013 Joint Committee Meeting

Ext.M1309.11.2006 Office Memorandum from Govt. of India – Ministry of HI & PE on policy for 7th Round of Wage Negotiations for unionized workers in CPSE w.e.f. 01.01.2007

Ext.M1408.08.2013 Claim under Section-2(k) of ID Act filed by petitioner before ALC(C) - Puducherry

Ext.M1527.09.2013 Management's committee / reply submitted before the ALC (C)

Ext.M1623.12.2013 Conciliation Failure Report – under Section – No. 8/87/213 - Puducherry

नई दिल्ली, 2 फरवरी, 2016

का.आ. 230.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ट्रेडिंग कर्पोरेशन ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एव श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ सं. 50/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02/02/2016 को प्राप्त हुआ था।

[स. एल-39025/1/2010 -आई. आर. (बी-11)]
रवि कुमार, डेस्क अधिकारी

New Delhi, the 2nd February, 2016

S.O. 230.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D No. 50/2004) of the Central Government Industrial Tribunal Cum Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Bharat Heavy Electricals Limited, Chennai and their workman, which was received by the Central Government on 02/02/2016.

[No. L-39025/1/2010 - IR(B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present Smt. M. Vijaya Lakshmi, Presiding Officer

Dated the 24th day of April, 2014

INDUSTRIAL DISPUTE L.C.No. 50/2004

Between:

Sri T.P.Benedict,
S/o (late)Rev Thota Prakasam,
R/o 10/168, Holy Cross Public School,
Visalakshinagar,
Visakhapatnam – 530043.Petitioner

AND

The Chairman cum Managing Director,
Dredging Corporation of India,
212, Kanishka Shopping Plaza,
19, Ashok Road, New Delhi-110001.
Head Office: Dredge House, Port Area,
Visakhapatnam.Respondent

Appearances:

For the Petitioner : M/s. D. Appa Rao, K. Balagopal,
V. V. Balakrishna & K.S.
Chalam, Advocates

For the Respondent : Sri P. Sri Raghuram, Advocate

AWARD

This is a petition filed by Sri T.P Benedict who worked as Manager (Diving) with the respondent organization invoking Sec.2 A (2) of the I.D. Act, 1947 seeking for declaring that removal of the Petitioner from service vide the order DCI/PA/4/352(A)/2001 of the Disciplinary Authority dated 13.3.2001 is unlawful, unjust and unfair and to direct the respondent to reinstate the Petitioner into service with full back wages, continuity of service and all attendant benefits.

2. The averments made in the petition in brief are as follows:

Respondent is a government company incorporated in the year 1977 under the company's Act by the Government of India. It's registered office is at New Delhi and head office at Visakhapatnam. It has 10 major ports in different parts of India. It's job is to dredge and maintain the ports and harbours of the country. It engages about 15 dredges at different ports for this job. It is an industry within the meaning of Sec.2(j) of the Industrial Disputes Act, 1947. For dredging activity respondent employees, diving personnel described as divers, they are skilled persons whose job is dive underneath the sea at the ports and harbours and assist the dredging work. They are workmen within the meaning of Sec.2(s) of Industrial Disputes Act, 1947. Petitioner joined the establishment as diver in the year 1979. By the time he was removed from service he was designated as Manager (Diving) but his job continued to be a diver, but neither managerial nor even supervisory in character. He was one of a team of three divers. The other two being designated Deputy Manager (Diving) and Assistant Manager (Diving). But neither of these persons managed or supervised anybody. The nomenclature merely reflected upgradation of designation in view of seniority otherwise, there was no change in the nature of the work from that of workman to that of managers. They all continued to be divers working as a team. Petitioner being merely the leader of the said team. Thus, the actual job performed by the Petitioner was that of a workman. The respondent is bound to follow the internationally accepted safety norms. Petitioner

drew the attention of the respondent corporation to the violation of this norm vide letter dated 26.8.1998, thereon respondent initiated a process of recruitment and appointed three more diving personnel in the year 1999 namely, one Assistant Manager (Diving) and two senior technicians (Diving). But instead of retaining them at one place to make up a team in accordance with the internationally accepted safety norm of atleast five members per a diving team. Respondent issued transfer orders with an intention of posting two divers at each of three ports namely, Visakhapatnam, Haldia and Mangalore. Petitioner was transferred to Mangalore vide order O. O. No.58 of 1999 dated 15.5.1999. At that time Petitioner was very sick with abscess on both sides of nether region. He applied for leave on medical grounds on 18.5.1999 and renewed his leave application later. Respondent took the stand that application for leave at Visakhapatnam was improper since Petitioner should have joined at Mangalore and applied for leave. However, Visakhapatnam is the seat of the head office of the establishment and Petitioner was unable due to serious ill-health to go over and join at Mangalore, the objection was purely and narrowly technical in nature. Soon thereafter Petitioner was operated upon three times for the said ailment, i.e., on 10.7.1999, 31.1.2000 and 18.2.2000. The cost and lost of these surgeries was reimbursed by the respondents. The 2nd and third surgeries took place after Petitioner was charge sheeted for unauthorised absence even though respondent reimbursed the cost of the last surgery. They proceeded with domestic enquiry and punished the Petitioner inspite of all these circumstances. Petitioner and other transferred divers challenged the order of transfer served on them in WP No.11867 of 1999. The said petition as well as Writ appeal in WA No.860 of 2000 was rejected by the Hon'ble High Court of A.P., on the ground that courts can not interfere with the administrative exigencies like transfers. Very filing of writ petition angered the respondent corporation and it sought revenge against the Petitioner. by punishing him for the supposed misconduct not joining at the transferred place and being absent unauthorizedly even though it is on record that every day's absence of the Petitioner is accounted for by leave applications. His ill-health was never denied. Since, respondent reimbursed the cost of two surgeries undergone by the Petitioner. On 4.9.1999 the Superintendent of KG Hospital, Visakhapatnam constituted a medical board to examine the Petitioner on the request of the respondent to certify whether his ailment was real or otherwise. Said board certified that Petitioner was suffering from Fistula, and was operated once and that the wound was not yet healed and the Petitioner required further rest. Respondent again requested the Superintendent of the KG Hospital, to constitute another medical board to examine the Petitioner again and submit its opinion. Petitioner could not attend the sittings of the said board on 6.11.1999 and 27.11.1999, which inability made a ground for doubting his ill-health. But, because of his serious ill-health Petitioner could not attend and be examined by the board. Later he was operated upon on

31.1.2000 and again on 18.2.2000 and the cost of the later of the two operations was reimbursed by the corporation. Yet, respondent proceeded to charge sheet the Petitioner on 4.1.2000, an enquiry was held in which he was found guilty of misconduct namely unauthorized absence and not joining of duty at the transferred place. The report of the enquiry officer which is based on flimsy reasoning and which the Disciplinary Authority found convenient to accept, because the removal of the Petitioner was pre-meditated, acted upon and the Petitioner was removed from service by an order dated 13.3.2001. The evidence on record shows that Petitioner was continuously ill and thus he could not undertake the arduous task of diving for the purpose of dredging and he applied for leave for every day of absence, yet he has been unjustly removed from service. Petitioner submitted an appeal to the board of directors on 18.5.2001. He is yet to receive the order of the said board, he only received an intimation dated 18.8.2001 from the Joint General Manager at Visakhapatnam stating that the board rejected the appeal. Petitioner is entitled for reasoned order of the board. Petitioner recovered from ailment and is fit to assume his full responsibilities of the skilled job of diver. There being not many persons with the requisite skills for the job. It would be in the interest of the respondent corporation to not to loose an experienced and skilled diver. Hence, the petition.

3. Respondent corporation filed their counter with the averments in brief as follows:

Petitioner was working as Manager at the time of dismissal from services and he is governed by the service rules/CDA rules of the corporation being an officer but not governed under Standing Orders of the corporation applicable to the workman. Petitioner was inducted in service on 17.1.1980 in the executive cadre in the pay scale of 1050-50-1650 with the designation as Diver Incharge. Two more employees recruited along with the Petitioner, one was designated as Asst. Manager(Diving) he is also in executive cadre. The other is senior technician(Diver) who is staff category. Thereafter Petitioner's designation was changed as Dy. Manager due to rationalization of designations. Letter dated 1.7.1983 of the Ministry of Shipping and Transport, Government of India, speaks that the revised scale of pay in which Petitioner was placed is an officer cadre. Subsequently in 1991 as a result of upgradation policy extended to those officers who completed 8 years of service Petitioner was upgraded as Manager(Diving) from 5.10.1991 in the scale of pay of Rs.4600-150-5350-160-6790. Right from induction Petitioner is functioning as Head of diving division and also a team leader supervising the work and writing the annual confidential reports of his subordinates from 1980 to 1997. His contention that he is a workman because he used to attend the under water diving is not tenable as he is required to assist his group and extend necessary assistance to over come the problems while carrying out the diving jobs. The Petitioner being incharge of the diving team is to supervise, control and guide his subordinates of the team and to execute

diving operations. The team is provided with the shore support like labourers, boats etc., Petitioner has power to recommend/sanction leave to his subordinates and write their annual confidential reports. The job of diving is special and specific in nature and is carried out exclusively under water and it can not be compared with that of any other skilled workmen either manual or clerical or administrative. The services of divers are utilized occasionally when required unlike the services of other manual/clerical/administrative workmen who are supposed to work 48 hours in a week at 8 hours per day. Every safety measure is being taken to ensure safety of the labours due to expansion of fleet strength, requirement of diving personnel has increased resulting in filling up of vacancies of Assistant Manager(Diving) and Sr. Technician (Diving) followed by selection of two assistant managers diving in February, 1999. With the increase of personnel in March/April, 1999 respondent decided to post two divers at Haldia project to meet the daily needs on the East Coast and two divers including the Petitioner at Mangalore project to meet the diving needs on west Coast while retaining two divers at Visakhapatnam as a back up team. Petitioner was transferred to Mangalore project vide office order dated 15.5.1999 which was unsuccessfully challenged by the Petitioner by filing WP 11867 of 1999 and WA 860 of 2000. Petitioner was relieved from duties at Visakhapatnam on 18.5.1999 consequent to his transfer to Mangalore project vide order dated 15.5.1999. But he remained absent unauthorizedly from that date onwards to avoid reporting for duty at Mangalore. He stayed away from reporting to duty at Mangalore on alleged medical grounds from 18.5.1999 to 21.6.1999 and thereafter from 22.6.1999 to 9.7.1999 on personal grounds and from 10.7.1999 to 22.8.1999 again on medical grounds. He could have joined duties at the transferred place obeying the orders dated 15.5.1999 and have availed medical leave afterwards for undergoing treatment for the alleged piles disease. It is evident that he did not under go operation immediately after he was relieved from Visakhapatnam. Once he was relieved from duties at Visakhapatnam on 18.5.1999 he would be deemed to be under administrative control of Project Manager at Mangalore to whom he should have applied for leave for sanction which he failed. Petitioner was charge sheeted for the misconduct of disobedience of transfer orders of the superior authority and unauthorized absence from duty. Mere reimbursement of the medical expenditure to the Petitioner does not mean that misconduct of the Petitioner was either waived or condoned by the Management. The medical expenditure was reimbursed in accordance with the medical rules of the corporation since the Petitioner was still in service of the corporation at that time and laying charge sheet does not sever his employment. The domestic enquiry was conducted in accordance with CDA rules of the corporation and Petitioner participated in the said enquiry availing all reasonable opportunities afforded to him by the enquiry officer. Basing on the enquiry report and considering the matter the impugned order was passed as per CDA rules of the corporation. The

contention that Management developed anger towards Petitioner since he approached the court challenging transfer order and took revenge against him by punishing him is all incorrect. Petitioner failed to appear before the medical board on 6.11.1999 and on 27.11.1999 to enable the said board to assess his fitness for duties. In spite of his being asked by respondent to do so. His contention that he could not appear before the board due to ill health on account of fistula is not reasonable. Such problem will not prevent the Petitioner from attending before the board. He intentionally and deliberately avoided to appear before the board. If he was really sick he could have intimated the same in writing and sought another date from the board. He was to attend before the board on 6.11.1999 and 17.11.1999 whereas he underwent surgery on 31.1.2000 and 18.2.2000 thus the bonafides of the Petitioner in this regard are doubtful. Petitioner can not claim sanction of leave as a matter of right. It is subjected to exigencies of work and discretion of leave sanctioning authority as per the service rules applicable to the officers. The action and behaviour of the Petitioner remaining absent from duty from 18.5.1999 the day on which he was relieved at Visakhapatnam to enable him to report at Mangalore on transfer, filing of WP No.11867 of 1999 questioning the transfer order, filing of WA 860 of 2000 even though the WP was dismissed remaining absent, even after the writ appeal was dismissed under the guise of sickness shows his attitude. The appeal made by the Petitioner before the board which is the Appellate Authority was considered and disposed on merits duly confirming the penalty imposed by the Disciplinary Authority. The board authorized the Joint General Manager of the respondent to convey the decision of the board to the Petitioner and he has done so vide letter dated 18.8.2001. Thus, Petitioner's contention that he is yet to receive the decision of the board on his appeal is not correct. After duly conducting domestic enquiry and as per CDA rules of respondent corporation after giving due opportunity of the Petitioner the impugned order was passed by the Disciplinary Authority. The punishment awarded is correct for the misconduct of the Petitioner. Petitioner is liable to be dismissed.

4. By virtue of the order dated 23.11.2011, this court held that the domestic enquiry conducted in this case is valid.

5. Heard arguments of either party.

6. The points arise for determination are:

- I. Whether the Petitioner is a workman and whether this court got jurisdiction to entertain this dispute?
- II. Whether the Petitioner is entitled for the relief sought for?

7. Point No:I:

It is an admitted fact that by the date of his dismissal from service i.e., the cause of action for filing this petition, the designation of the Petitioner has been "manager(Diving)" in the establishment of the respondent corporation.

8. It is the contention of the Petitioner that though the nomenclature of his job was

Manager(Diving), he was not performing any managerial or supervisory functions and that he was attending to the job of diving only and thus he is a workman.

9. Whereas it is the contention of the respondent corporation that even the initial appointment of the Petitioner in their service was Executive in nature; that always he worked as an officer in the service of the respondent corporation and that he is governed by service rules/CDA rules of the corporation being an officer but not governed by the Standing Orders of the corporation applicable to the workman. In this context, the fact, that the domestic enquiry in this case was evidently conducted under the CDA rules of the respondent corporation, is to be taken note of.

10. It is the contention of the Petitioner that he was attending to diving, which is not a managerial or supervisory task and thus, he is a workman. But he himself contended that he has been the leader of the diving team. No doubt he has been attending to under water diving, in discharge of his duties. But, it is an admitted fact that he is an officer and he was upgraded as Manager(Diving) from post of Deputy Manager from 5.10.1991 in view of the upgradation policy extended to officers who completed 8 years of services as on 31.12.1990 and his pay scale then was Rs.4600-150-5350-160-6790. It is also an admitted fact that from the date of induction into service Petitioner was a team leader and that he was writing confidential reports of his teammates. He was forwarding their leave letters to Dy. General Manager of the head office and also was sending the confidential reports of his teammates to the Dy. General Manager, head office. Being team leader, he used to go along with his team mates to under water whenever there was necessity and the diving team was having shore support like labourers, boats etc., which are adequate to carry out operations. The said team consists of officers and two staff, headed by the Petitioner. The said two staff members are the two senior technicians who are not officers. These are all the facts admitted by the Petitioner while being examined as WW1 in the proceedings of IA 74/2004 in the present proceedings. For deciding jurisdiction issue only this evidence was recorded by this court earlier but took a decision later that while deciding the main case itself, the issue of jurisdiction also will be decided.

11. It is the categorical plea of the respondent all along, that Petitioner has been an officer conducting managerial and supervisory functions, as the head of the diving team of the respondent corporation and thus he is not a workman. When it is an undisputed fact that Petitioner has been the leader of the diving team and he has been writing confidential reports pertaining to the members of the said diving team and also forwarding the leave applications made by them to the leave sanctioning authority and thus an officer who was in a position to recommend sanction of leave, one can reasonably understand that the contention of the Petitioner that he was not performing the duties which were managerial and supervisory in nature, is not an acceptable contention. Further, the material on record

clearly discloses that as the head of the diving team the task of the Petitioner has been to supervise, guide and assist the other members of the team in their dredging work. The other members of the team were also not actually performing any labour work. They were having shore assistance of labourers, as can be seen from the material on record. Thus, it can clearly be seen that the work being performed by the Petitioner as Manager(Diving) was wholly supervisory in nature apart from the managerial functions which are referred to above.

12. The definition of workman is provided for in Sec.2(s) of Industrial Disputes Act, 1947 which reads as follows:

“ ‘workman’ means any person(including an apprentice) employed in any industry to do nay manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with or, as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person---

- (i) Who is subject to the Air Force Act, 1950(45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or
- (ii) Who is employed in the Police service or as an Officer or other employee of a prison ; or
- (iii) Who is employed mainly in a managerial or administrative capacity; or
- (iv) Who, being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him functions, mainly of a managerial nature.”

Thus, it is very much clear that a person whose functions are supervisory and managerial in nature and whose wages are more than Rs.1600/- per month is not a workman.

13. The principles laid down in the cases of *Rajeshwar Mahato Vs.Eighth Industrial Tribunal, West Bengal, 1998 III LLJ (Supp.) 777* are not applicable to the facts of the present case since, unlike the facts of the cited cases, Petitioner herein is not entrusted with some form of supervisory work only. His designation as well as tasks are totally managerial and supervisory in nature as already discussed above.

14. No doubt, as held in the case of *Pandhi K.H. Vs. Presiding Officer, Additional Labour Court and another, [2004-II-LLJ 877]*, *Pandhi K.H. Vs. Presiding Officer, Additional Labour Court and another, and in the cases of John Joseph Khokar and Bhadange B.S. and others[1998-I-LLJ 447]*, the designation of employee is not of consequence while

deciding whether he is a workman or otherwise. The functions of the job held by the said person is the criteria. In the present case as already discussed above, the functions of the Petitioner as Manager(Diving) were totally of managerial and supervisory in nature.

15. In the case of J. Philips Vs. Labour Court, Hyderabad and another(WP Np.10954/1987) Hon'ble High Court of A.P., Hyderabad in their judgement dated 13th November, 1992 held that, “ the test to decide whether an employee is a workman is to take into account his basic or primary duties and the dominant purpose of his employment. An incidental performance of supervisory duty will not make the character of employment supervisory.” Thus, it is very much clear that it is well established principle of law that once basic or primary duties and the dominant performance of his employment besides character of the said employment, managerial/ supervisory, the person is not a workman. In the present case, not only the designation of the job held by the Petitioner but also the dominant purpose of his employment clearly define the character of his employment as supervisory and managerial in nature. As already discussed above, being head of the diving team the Petitioner was supervising, guiding and managing the diving activities of various members of his team. He was writing their confidential reports. He was recommending sanction of their leaves. In the given circumstances it can clearly be seen that at any stretch of imagination Petitioner can not be termed as a workman.

16. In view of the fore gone discussion it is to be held that Petitioner is not a workman and therefore, the present dispute is not an industrial dispute. Thus, this court has no jurisdiction to entertain the dispute.

This point is answered accordingly.

17. Point No.II:

In view of the finding given in Point No.I, the present dispute is not an industrial dispute and thus, Petitioner is not entitled for any of the reliefs sought for from this court.

This point is answered accordingly.

Result:

In the result, petition is dismissed.

Award passed accordingly. Transmit.

Type to my dictation by Smt. P. Phani Gowri, Personal Assistant and corrected by me on this the 24th day of April, 2014.

KISHORI RAM, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL
Documents marked for the Petitioner	NIL
Documents marked for the Respondent	NIL